

**THE BISRA STONE LIME COMPANY LIMITED**

[A GOVT OF INDIA ENTERPRISE]

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

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

**TENDER DOCUMENT  
FOR**

**Engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/s Bisra Stone Lime Company Limited, Biritrapur and obtaining approval of Railways.**

**Tender Notice No. BSLC/ Tender/2017-18/Job No-12**

**dated 19.02.2018**

**Name & Address of the Bidder** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Money Receipt No.....**

**Dated ...../...../ 2016**

**Cost of Tender Paper: Rs. 1050/-(Rupees One Thousand fifty) only inclusive of GST**

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**

**THE BISRA STONE LIME COMPANY LIMITED**

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**TENDER NOTICE**

**Tender Notice No.: BSLC/Tender/2017-18 /Job No 12**

**Dated: 19.02.2018**

Sealed Tenders in prescribed format (in two parts) i.e. Techno-commercial and Price Bid are invited from approved agencies of railways for engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/S Bisra Stone Lime Company Limited, Birmitrapur and obtaining approval of railways.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
No. BSLC/Tender/ 2017-18/Job no 12 Dated 19/02/2018	<b>Preparation of Detailed Project Report of new siding on the other side of existing BRMS siding of BSLC.</b> 01. Survey of the area and Preparation of Feasibility Report and obtaining In-principle approval from Railway. 02. Preparation of DPR including Alignment plan and Estimate and obtaining approval from Railway. 03. Preparation of final Alignment plan and approval from railway for running of rakes on the new siding	13/03/2018

The Tender documents can be obtained from office of the Dy Manager (F), **The Bisra Stone Lime Company Limited, Birmitrapur, Dist.-Sundargarh(Odisha), PIN-770033**, on payment Rs. 1050/- (Rupees One Thousand fifty) only in cash or in form of Demand Draft drawn on any Nationalised Bank favouring 'The Bisra Stone Lime Company Limited' and payable at Birmitrapur.

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

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further corrigendum/addendum, etc. if any, will be made available in our web site only.

Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

**Sd/-  
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, 2<sup>ND</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091.

## CHAPTER-I

### NOTICE INVITING TENDER

**Tender Notice No.: BSLC/Tender/2017-18 /Job no-12 Dated: 19.02.2018**

Sealed Tenders in prescribed format (in two parts) i.e. Techno-commercial and Price Bid are invited from approved agencies of railways for engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/S Bisra Stone Lime Company Limited, Biritrapur and obtaining approval of railways.

#### **1. INFORMATION TO BIDDERS :**

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.**  
**PH: 0661-2610067**

“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. BIDDING DOCUMENTS :**

a) A complete set of bidding documents may be purchased by interested agency(s) from  
**Business Head,**  
**THE BISRA STONE LIME COMPANY LIMITED**  
**AT/PO- BIRMITRAPUR-770033, DIST- SUNDARGARH, STATE-ODISHA**

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 07.00 Hrs (IST) to 17.00 Hrs (IST) against Cash payment or (against Demand Draft, Pay Order or Banker's Cheque in favour of “**THE BISRA STONE LIME COMPANY LIMITED**” payable at par at Biritrapur.

b) The cost of Bidding Document is **Rs. 1050/- (Rupees One Thousand fifty) only including GST.**

c) Entire Bidding documents along with detailed Tender Schedule are available on the BSLC website i.e. [www.birdgroup.co.in](http://www.birdgroup.co.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.co.in](http://www.birdgroup.co.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 LIMITED**” and payable at Birmiritrapur.

### 3. **PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 06.03.2018 at 4.30 PM in the office of the Business Head, BSLC Ltd., At/Po- Birmiritrapur, Dist- Sundargarh, Odisha, PIN-770033 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 5 days before the opening of the bid.

### 4. **SALIENT FEATURES OF THE BID :**

Sl.	Particulars	Detailed of Tender
1.	<b>Bid Enquiry No.</b>	Tender Notice No. BSLC/Tender/2017-18/Job No 12 dated 19.02.2018
2.	<b>Name of the Work</b>	Engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/s Bisra Stone Lime Company Limited, Birmiritrapur and obtaining approval of Railways.
3.	<b>Cost of Bid Document</b>	INR 1050/- (Indian Rupees One thousand fifty only)
4.	<b>BID SECURITY (EARNEST MONEY DEPOSIT)</b>	<b>INR 5000/- (Rupees Five Thousand only)</b> The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft /BG/ Pay Order in favour of “The Bisra Stone Lime Company Limited” payable at Birmiritrapur.
5.	<b>Availability of Tender Documents</b>	Office of the Business Head, BSLC, Birmiritrapur & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> & CPP portals.
6	<b>Place &amp; Time Of Pre Bid Consultation.</b>	06.03.2018 at 4.30PM in the office of the Business Head, BSLC Ltd., At/Po- Birmiritrapur, Dist- Sundargarh, Odisha, 770033.
7	<b>Date of Issue of Bid</b>	From 19.02.2018 to 12.03.2018 during office hrs.

	<b>Documents</b>	
<b>8</b>	<b>Date of Submission of Bid Documents</b>	up to 13.03.2018 at 3.00 PM
<b>9</b>	<b>Date of Opening of Technical Bid</b>	3.30 PM on 13.03.2018
<b>10</b>	<b>Date of Opening of Price Bid</b>	Will be intimated latter on.
<b>11</b>	<b>Period of Contract</b>	04 months from issue of Letter of Intent (LOI)/Work Order/Agreement.
<b>12</b>	<b>Validity Period of Bid</b>	120 calendar days

**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, 2<sup>ND</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091.

## CHAPTER-II

TENDER NOTICE NO: BSLC/Tender/2017-18/Job No 12

DATE:19.02.2018

### 1. SCOPE OF WORK:

Preparation of Detailed Project Report of new siding on the other side of existing BRMS siding of BSLC.

04. Survey of the area and Preparation of Feasibility Report and obtaining In-principle approval from Railway.

05. Preparation of DPR including Alignment plan and Estimate and obtaining approval from Railway.

06. Preparation of final Alignment plan and approval from railway for running of rakes on the new siding.

### 2. TECHNICAL SPECIFICATION:

The job should be done as per the guide lines of railway authority under The Railway Act

### 3. AREA OF OPERATION:

The area of operation / work site is located at Birmitrapur Munipahar siding of BSLC , Birmitrapur in the District Sundargarh, Odisha. The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the tender document. BSLC will provide the concerned official for showing the exact location of the work site.

### 4. CONTRACT PERIOD:

The work/project has to be completed within 04 calendar months of awarding the LOI. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC).The contract period may be extended at the sole discretion of management for further period of 2 months.

### 5. COMMENCEMENT OF JOB :

The work will be started by the agency within 15 working days of awarding the LOI. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC) i.e. Business Head.

### 6. EARNEST MONEY DEPOSIT:

6.1. Tender must be accompanied by an EMD in form of RTGS Receipt / PO / Bank Draft/ Bankers Cheque of Rs 5,000/- (Rupees Five Thousand only) in favor of The Bisra Stone Lime Company Ltd.

payable at Birmiritrapur A/c No.31255294964 of SBI and IFSC Code SBIN0004860 of State Bank of India, Birmiritrapur falling which the Tender shall not be considered.

**6.2.** The EMD amount shall not bear any interest. In case successful bidder denies accepting the work order / contract or fails to commence work within 07 days of awarding LOI, their EMD shall be forfeited.

**6.3.** Tender/ bid without EMD shall summarily be rejected.

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

**6.5.** EMD of successful bidders will be converted into Security Deposit.

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

**8.1.** On acceptance of the Tender, the EMD of the Successful Tenderer shall convert into Security Deposit. Further 10% of the bill will be deducted as security deposit.

**8.2** The security money deposited so shall not bear any interest.

**8.3.** The Security Deposit amount shall be refunded to the contractor within 60 days from the date of completion of the job in all respect on production of certificate from Sr. Manager (Mines) and other concerned department.

## **9. ELIGIBILITY CONDITION:**

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

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

ii) Income Tax Return of last 03 years i.e.2014-15, 2015-16 & 2016-17 duly certified by a Chartered Accountant.

iii) The agency should have experience of at least 2(Two) years in preparation of Detailed Project Report for laying of New Railway Siding and Approval of plan from Railway Authority during last 5(Five) years ended 11/01/2018. Agency should submit work order along with successful completion certificate of the project in support of carrying out the job.

iv) The Agency should submit PAN & registration certificate under GST.

v) Average financial annual turnover of at least Rs 8,00,000/- (eight lakh) only during last 03 (Three) financial years i.e.2014-15, 2015-16 & 2016-17.

vi) The Tenderer shall submit above documents in respect of turnover as under duly certified and stamped by his authorized signatory:

vii) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures of last 03 years.

viii) The tenderer shall submit the Undertaking letter in their letter head to the effect that the bidder has not been blacklisted /debarred by any PSU OR BSLC at any point of time as per annexure-III attached herewith.

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

(i) **The Part-I Techno commercial bid:** Parties who will fulfill all requisite conditions of eligibility clause of Chapter – II of this document, will be construed as technically qualified and may be considered for Part-II Price Bid.

(ii) The Price Bid of Technically qualified bidders shall be evaluated in the light of rate quoted by the bidder and the tender will be evaluated/awarded on the basis of L<sub>1</sub> rate in totality, quoted against the job.

### **11. 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 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.
- iii) BSLC also reserves the right not to award 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 eventuality Bidders will have no claim against the BSLC what so ever.

### **12. RESPONSIBILITY OF BSLC:**

- 11.1. BSLC shall provide free accommodation facility during survey work at the mines.
- 11.2. BSLC shall depute the officials of concerned department like Mining and Survey for identification of different area during survey work.
- 11.3. BSLC shall provide requisite maps, data and information.
- 11.4. BSLC shall bear all the statutory fees as required, for which the agency will intimate for the same.

### **13. SUBMISSION OF BILLS:**

- i) The Agency will submit the bill after completion of the entire job, which will be certified by the Dy. Manager (Mines), Dy. Manager (Survey & Planning) and Sr. Manager (Mines). The bill duly approved by Business Head will be forwarded to the finance department for release of payment within 30 days.
- (ii) GST shall be paid extra on the bill value at applicable rates. A copy of the GST paid challans must be submitted after deposit of GST, for reimbursement, if any.

### **14. PAYMENT TERMS:**

NATURE OF JOB	% OF PAYMENT
Survey of the area and Preparation of Feasibility Report and obtaining In-principle approval from Railway	40% of the total contract value plus GST extra at applicable rate
Preparation of DPR including Alignment plan and Estimate and obtaining approval from Railway.	30% of the total contract value plus GST extra at applicable rate
Preparation of final Alignment plan and approval from railway for running of rakes on the new siding.	30% of the total contract value plus GST extra at applicable rate



- i. Payment will be made through RTGS/NEFT. The agency will have to submit the details of Bank A/c No., Branch, IFSC Code, etc. for receiving the payment through RTGS/NEFT.
- ii. Finance department will arrange the payment within 30 days of receiving of the bill duly approved by Business Head.
- iii. The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor under the contract agreement/work order/statute.

#### **15. TAX DEDUCTED AT SOURCES:**

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.

#### **16. PENALTY:**

In case the successful bidder fails to take up the work or complete the original job after issuance of LOI/Work Order, BSLC may at its discretion, impose upon any or all of the following penalties-

(i) If the job is not started within 15 days of awarding of LOI by the tenderer, the work order shall be treated as cancelled and the entire EMD with the company shall be forfeited.

(ii) If the work is not completed within the stipulated period including if any extra time granted by the company, penalty @ Rs 1000/-(one Thousand ) per day shall be imposed and deducted from the contractors bill / other bills/ security deposit of the contractor. The penalty shall not exceed 10% of the contractual value of the work under any circumstances. However this does not relieve the contractor from his responsibility to complete the work after such penalty is imposed.

(iii) Security Deposit may be forfeited wholly or partly without notice to the Agency.

iv) Recovery of extra cost incurred by the company for getting the work done through other sources without information.

(v) Blacklisting of the Agency.

(vi) Recovery from any of the other present/future pending bills of the Agency.

(vii) BSLC will have right to recover the penalty as per terms and conditions of the contract from the bill of the contractor / security deposit besides taking the legal course of action, if required, for recovery of the same.

**BUSINESS HEAD**

## THE BISRA STONE LIME COMPANY LIMITED

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REGD. OFFICE: SOURAV ABASAN, 2<sup>ND</sup> 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 perform 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) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- 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/Agency:** Contractor means the Individual, person, society, firm or 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 AG-104, Saurav Abasan, 2<sup>nd</sup> Floor, Sector – II, Salt Lake City, Kolkata – 700091
- i) **Employer:** Employer means “The Bisra Stone Lime Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, GST and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.

## **2. TENDER SUBMISSION:**

**2.1.** The Bidder shall submit the tender in 2(two) parts consisting of Part-I: (Techno Commercial) and Part – II: (Price Bid) each in separate envelope duly sealed and Superscribed with the Tender Notice Number.

The instruments of Earnest Money Deposit & cost of tender document are to be put in a separate envelope duly sealed and superscribed with the word Earnest Money deposit & cost of tender document.

All the 03(three) envelope containing PART-I, PART-II , Earnest Money & Cost of Tender document shall be put in a 4<sup>th</sup> (fourth) envelope duly sealed, superscribed with tender notice no, name of the job and addressed to the Business Head, M/s B.S.L.Co.Limited, Birmitrapur.

Tender can be submitted either by post, courier service or deposited in the tender box in the office of the Business Head, M/s B.S.L.Co.Limited Birmitrapur. However, BSLC shall not be responsible for the delay occurring in postal/Courier services resulting in the non-submission of tender document within time. Tender not received in prescribed format will be liable to be summarily rejected.

**2.2.** Tender will be received up to 3.00PM on 13.03.2018 and will be opened on the same day at 3.30PM in presence of bidder or their authorized representatives.

**2.3.** 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.

**2.4.** Any tender containing clerical or arithmetical mistakes may be rejected.

**2.5.** 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.

**2.6.** The Agency who has been debarred by the BSLC will not be eligible to participate in the tender.

## **3. OPENING OF TENDER:**

The Technical bid part-I shall be opened at 3.30 PM on 13.03.2018 in General Office, BSLC, Birmitrapur, Dist. Sundargarh, Odisha.

Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened in the presence of the bidders or their accredited representative afterwards on a suitable date and time in General Office of BSLC, Birmitrapur, Distt: Sundargarh, Odisha, which will be intimated to the bidders in due course

## **4. VALIDITY:**

The Tender and the prices quoted shall be deemed to remain valid for a period of 120 days from the date of opening of Part-I i.e. Technical Bid. In case of Tenderer revoking or withdrawing/ cancelling his Tender or 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.

**5. WORKING HOURS:**

The working hours at mines lease site shall be round the clock for whole of the calendar month. On Sundays/Holidays, the job shall have to be done by the agency as per the requirements which shall be at the discretion of BSLC. No extra cost shall be paid by BSLC for such work on Sundays/Holidays.

**6. SIGNING OF AGREEMENT:**

6.1 The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 07 working days and start the work within 10 working days from the date of issuance of LOI. In case the bidder declines to sign the agreement or to take up the work within stipulated time; in such eventuality, he will not have any such claim on the contract.

In case the successful bidder declines to take up the work, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the bidder and in such eventually, he/they will have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they might have incurred by that time.

6.2 The successful bidder shall submit the following documents for signing of the formal Agreement/ Contract immediately after the Letter of Acceptance (LOA) is issued:

- A. Copy of detailed LOA duly signed on all pages as a token of acknowledgement of receipt.
- B. Non-Judicial Stamp Paper of value Rs.100/- purchased in Odisha, India for the signing of contract.
- D. Permanent Account Number allotted by Income Tax Department.
- E. Self-attested Photostat copy of Notarized Power of Attorney by the Competent Authority or Board of Director's resolution authorizing the individual(s), to sign the contract.
- F. Self-attested Photostat copy of the Registration under VAT, GST, PF Regn. Certificate, etc. as applicable.

**7. INTEGRITY PACT:**

Not applicable to this contract.

**8. TERMINATION OF CONTRACT:**

BSLC reserves the right to terminate the contract either in part or in full due to reasons for not fulfilling the contractual obligations as per work order/agreement, unsatisfactory performance, bad working, indulgence in corrupt practices and theft of the company's properties or any other abnormalities noticed during the operation of work. BSLC shall in such event, give immediate Thirty (30) days notice in writing to the agency for the termination of the contract. In such case, contractor will continue to be liable for the notice period and the work done during the contract period

## **9. RISK PURCHASE:**

In the event of failure to fulfill the contractual obligations as per Work order/agreement of contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement at the sole risk and cost of the agency and the company shall recover from the agency any additional cost involved therein. The EMD / Security Deposit of the agency shall be liable to be forfeited in case of failure to execute/complete the job as per contract agreement/contractual terms & conditions within contract liability period or within such extended period approved by the management.

## **10. PRICE ESCALATION:**

The price quoted by the agency will remain firm & fixed during the tenure of the contract. No price escalation will be allowed by BSLC at any time for whatsoever the reason.

## **11. STATUTORY COMPLIANCE:**

**11.1.** The Agency shall comply and abide by all the provisions, orders etc. framed under Railway Act & Minimum wages Act & rules/regulations/guide line and all other applicable laws framed there under and amended from time to time by the Central Government & State Govt.Authority.

**11.2.** The Agency 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 applicable 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.

**11.3.** The tenderer shall be responsible for compliance of all the provisions under Mines Act 1952. 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.

## **12. 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 of any Govt. agency 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.

## **13. DAMAGE TO BSLC PROPERTIES:**

The Agency 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 performing the job by the agency. The agency will be fully responsible to reimburse all damages as may be determined by BSLC.

**14. 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.

**15. DEVIATION:**

Any deviations shall not be allowed in the tender document by the tenderer whether they are commercial or technical. 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.

**16. 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.

**17. ASSIGNMENT:**

This Agreement is not assignable and non-transferable.

**18. LAWS GOVERNING THE AGREEMENT:**

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

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

**19. LEGAL CAPACITY OF THE TENDERER:**

**19.1.** The Tenderer shall satisfy the Employer that he is competent and authorized to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

**19.2.** A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may,

without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

## **20. ARBITRATION:**

i) All disputes and differences, whatsoever, arising between the parties out of or relating to the contract, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the agency amicably.

If however, the Employer and the agency are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to the contract, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the Employer/Company, who shall be the appointing authority of sole Arbitrator.

ii) The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties.

iii) The further progress of any work under the contract shall unless otherwise directed by the Business Head/Mines Manager Continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during the Arbitration proceedings.

Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the contract.

iv) 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.

v) No Interest shall be awarded by the Arbitrator in any Arbitration proceedings.

vi) The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties.

vii) In case the Agency is Government of India Undertaking any dispute between the Contractor and the Employer in respect of this Contract shall be settled in accordance with the procedure laid down from time to time by Department of Public Enterprises (DPE)/Government of India.

## **21. 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.

## **22. OTHER CONDITIONS:**

22.1. The tender document shall have to be signed by the bidder in each page and the terms & conditions must not be altered; failing which, the tender will be rejected

- 22.2. Tender document containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.
- 22.3. Any tender containing clerical or arithmetical mistakes may be rejected. 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.
- 22.4. Accommodation during the field survey will be provided by BSLC.
- 22.5 Equipments, Transporting vehicles and all other incidental expenditure will be borne by the agency.
- 22.6 BSLC reserves the right not to accept the lowest offer.
- 22.7 BSLC shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.
- 22.8 In case the tenderer declines to take up the work or fails to cope up with the progress of work, BSLC reserves the right to terminate the contract and forfeit the earnest money of the agency and the cost of the work he/she have done by that time and work may be rescinded.
- 22.9. The Area of land to be surveyed may vary +/- 10% for which no extra payment / deduction will be made by the company.
- 22.10. The authenticated Maps/reports if found to be rectified by the respective authority of statute in any stage will have to be rectified/modified by the agency & resubmitted to the BSLC free of cost.
- 22.11. The law & order, local administration will be handled by the BSLC.
- 22.12. BSLC shall not be liable for payment of any compensation in the event of any accident/injury/death caused to any of the workmen so engaged by the agency/ contractor during the tenure of the contract period.
- 22.13. Any waiver of any clause of this contract can be done only by the competent authority of the Company.
- 22.14. The workmen to be deployed by the contractor should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The workmen should be free from eyesight and hearing defects.
- 22.15. Medical treatment to the extent available at the Company hospital will be extended to the workmen engaged by the successful bidder for which consultation, cost of medicines and treatment charges will be paid by the successful bidder.
- 22.16. The successful bidder and their workmen shall maintain absolute integrity and discipline in performing their duties under the contract. The workmen while performing their duty should be free from the influence of alcohol or any other intoxicant or drugs. Any such instance of violation of the directive shall amount to non-performance of duty involving wage cut or penalty and even termination of such person from duty.
- The workmen in their dealings with the employees of the Company must show politeness, loyalty and respect. In the event of any act of indiscipline on the part of the workman, the Company reserves the right to remove such workman and on the advice of the Officer-in-Charge of the contract. The successful bidder shall be duty bound and liable to replace such workman.

**Sd/-**  
**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, 2<sup>ND</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091.

**PART-1 (TECHNO COMMERCIAL BID)**

TENDER NOTICE NO: BSLC/Tender/2017-18 /Job no-12

DATE: 19.02.2018

**Engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/s Bisra Stone Lime Company Limited, Biritrapur and obtaining approval of Railways.**

Sl.No.	Particulars	Declaration	ANNEXURE NO
01	Name of the Bidder		
02	Address of the Bidder registered office & branch office, phone no.fax no.etc.		
03	The agency should have experience of at least 2(Two) years in preparation of Detailed Project Report for laying of New Railway Siding and Approval of plan from Railway Authority during last 5(Five) years ended 11/01/2018. Agency should submit work order along with successful completion certificate of the project in support of carrying out the job.	Enclosed / Not enclosed	
04	Average financial annual turnover of at least Rs 8,00,000/- (eight lakh) only during last 03(Five) financial years i.e.2014-15,2015-16 &2016-17  a) The Tenderer shall submit above documents in respect of turnover as under duly certified and stamped by his authorized signatory.  b) Copies of audited profit and loss accounts accompanied by relevant	Enclosed / Not enclosed	

	schedules for turnover figures of last 05 years.		
05	The Agency should submit PAN & registration certificate under GST.	Enclosed / Not enclosed	
06	Registered Partnership deed in case of a partnership firm OR Memorandum of Association and Article of Association in case of a Limited company, OR Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.	Enclosed / Not enclosed	
07	Income Tax Return of last 03 years i.e.2014-15, 2015-16 & 2016-17 duly certified by a Chartered Accountant.	Enclosed / Not enclosed	
08	The tenderer shall submit the Undertaking letter in their letter head to the effect that the bidder has not been blacklisted /debarred by any PSU OR BSLC at any point of time as per annexure-III attached herewith.	Enclosed / Not enclosed	
09	Earnest money deposit  (a) Draft no.                      drawn from  (b) Date  (c) Amount  (d) Payment to  (e) Payable at	Enclosed / Not enclosed	
10	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 1050/-(Rupees one thousand fifty only) in shape of DD in favour of "The Bisra Stone lime Company Limited" payable at Birmitrapur: MR/BC/DD NO: Date: Drawn on: Amount:	Enclosed / Not enclosed	

**12. CERTIFICATES TO BE GIVEN BY THE TENDERER**

Certified that 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 got fully conversant with the status of the project as per the guide lines of Railway authority under Railway Act and our price bid is based on the basis of our full understanding about the job.

I/We also authorize 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 THE TENDERER**

**WITH SEAL**

**THE BISRA STONE LIME COMPANY LIMITED**

[A GOVT OF INDIA ENTERPRISE]

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

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

**PART- II**

**PART-II (PRICE BID)**

**(Tender Notice No. BSLC/ Tender/2017-18/Job no-12      dated 19.02.2018)**

**SUB: Engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/s Bisra Stone Lime Company Limited, Biritrapur and obtaining approval of Railways.**

<b>Particulars</b>	<b>In Figure(Rs)</b>	<b>In words(Rs)</b>
<b>Total Composite rate (in Rs.) INR exclusive of GST for the entire job as envisaged in the scope of work</b>		

**(Rupees (in word) .....**

Note: Price to be quoted is inclusive of all taxes & duties excluding GST. GST shall be reimbursed extra at actual applicable rate.

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

**UNDERTAKING**

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

**Tender Notice No. BSLC/ Tender/2017-18/ Job no-12                      dated 19.02.2018**

**Sub: Engagement of a consultant for preparation of Detailed Project Report (DPR) of new siding on the other side of existing BRMS siding of M/s Bisra Stone Lime Company Limited, Bimitrapur and obtaining approval of Railways.**

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 the 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.