

**THE BISRA STONE LIME COMPANY LIMITED (BSLC)**  
(A Government of India Enterprise)

**TENDER NOTICE**

**Tender Notice No: BSLC/MINES/TENDER/SALE NO-01 Dated:-  
09/07/2018**

The Bisra Stone Lime Company Limited, Birmitrapur (BSLC) invites sealed bids for finalization of rate for sale of Limestone boulder from BSLC Mines, Birmitrapur in the district of Sundargarh, Odisha till 31.03.2020. The detailed Tender Document is available at [www.birdgroup.co.in](http://www.birdgroup.co.in) and CPP Portal. Corrigendum/ Addendum, if any, shall be uploaded on Company website only.

BUSINESS HEAD

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

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

MINES OFFICE: AT/PO-BIRMITRAPUR, DIST- SUNDARGARH,  
ODISHA- 770033

**Tender Notice No: BSLC/MINES/TENDER/SALE NO-01 Dated:-  
09/07/2018**

**FINALIZATION OF RATE FOR SALE OF LIMESTONE  
BOULDER TILL 31.03.2020 FROM BSLC MINES AT  
BIRMITRAPUR, IN THE DISTRICT OF SUNDERGARH,  
ODISHA.**

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

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

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Money Receipt No..... Dated.....

Signature & Seal of the Issuing Officer Signature of the Purchaser

[(Price of the Tender Document Rs. 105/- (Rupees One Hundred five  
Only) Inclusive GST]

**THE BISRA STONE LIME COMPANY LIMITED  
GOVT OF INDIA ENTERPRISE**

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA.  
PIN -770033. PHONE-0661-2610270

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 Limestone boulder from the earmarked area/stack of BSLC, Birmitrapur for lifting the material.

TENDER NOTICE	DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS
Tender Notice No: <b>Tender Notice No: BSLC/MINES/TENDER/SALE NO-01 Dated:-09/07/2018</b>	Finalization of rate for sale of limestone boulder till 31.03.2020 from BSLC mines at Birmitrapur Sundergarh, Odisha	Up to 3.00 PM on 07/08/2018.

Tender documents can be obtained from the office of Dy. Manager (Fin.), The BSLC, Birmitrapur on payment Rs. 105/- (Rupees One Hundred Five only inclusive of GST @ 5%) in cash. Alternatively, the Tender documents can also be downloaded from Company's website i.e. [www.birdgroup.co.in](http://www.birdgroup.co.in) and in such case, the cost of tender document in form of demand draft drawn on any Nationalized Bank payable at Birmitrapur should be submitted at the time of submission of the tender document along with techno commercial bid or can be deposited in cash in the cash room of BSLC during working days and in working hours and the Money receipt should be enclosed along with the techno commercial bid of the tender document. Cost of Tender Document may also be deposited directly in 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:- 11275000131
3. A/c. Type: - Current.
4. Bank Name: - State Bank Of India.
5. Branch Name:- BIRMITRAPUR,DISTRICT-SUNDERGARH,ODISHA
6. IFS Code: - SBIN0004860.

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.

BUSINESS HEAD

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

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PIN -770033.PHONE-0661-2610270

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/SALE NO-01  
09/07/2018**

**Dated:-**

**TENDER SCHEDULE**

1. Sealed Tenders in prescribed format are invited from interested agencies for finalization of Limestone from the earmarked area/stack of BSLC, Biritrapur for lifting the material from the mines.
  - a) PRODUCTS Limestone Boulder of -500 mm with Tolerance: 5% (max)
  - b) PHYSICAL SPECIFICATION- Size: -500 mm with Tolerance: 5% (max)
  - c) AVERAGE CHEMICAL SPECIFICATION Cao of 46%(Min),MgO of 2.7%(Max) and Sio<sub>2</sub> of 7% (Min)
  - d) APPROX QUANTITY PER MONTH (MT) 25,000 (+)/(-) 20%

**NOTE-**

- i. The average chemical specification shall meet the above parameters.
- ii. The lot size shall be of 1,000 MT.
- iii. The specifications shall be drawn from such lots and if the lot specifications meet the requirement it will be binding on both the buyer and seller.
- iv. The quantity to be sold by road has been indicated as above. In case of purchase/lifting by rail, the buyer has to procure minimum of one rake of 59 BOX N wagons or 4,000 ton approximately.

2 Interested bidders may obtain further information from the office of The BUSINESS HEAD,THE BISRA STONE LIME COMPANY LIMITED BIRMITRAPUR, DIST-SUNDARGARH, 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.”

3 **BIDDING DOCUMENT**

- a) A complete set of bidding documents may be purchased by interested agencies from the office of the BUSINESS HEAD,THE BISRA STONE LIME COMPANY LIMITED BIRMITRAPUR, DIST-SUNDARGARH, ODISHA,Ph.0661-2610067/ 270 on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., Email Address & name of Contact Person along with cost. Bidding Document will be available for sale on all working days and working hours against payment by way of cash, Demand Draft, Pay Order or Banker’s Cheque in favour of “The Bisra Stone Lime Company Ltd.” payable at par at Birmitrapur. Bidding documents shall not be sent by Post.
- b) The cost of Bidding Document is Rs.105/- (Indian Rupees One Hundred Five only).
- c) Entire Bidding documents along with detailed IFB (Invitation for Bid) 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 Ltd.” and payable at par at Birmitrapur.

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.

**4. PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 30/07/2018 at 3.00 PM in the office of the Business Head, 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 up to 07 days before the opening of the bid.

**5. SALIENT FEATURES OF THE BID**

A.	BID ENQUIRY NO.	Tender Notice No: <b>Tender Notice No: BSLC/MINES/TENDER/SALE NO-01 Dated:-09/07/2018</b>
B.	ITEM DESCRIPTION	FINALIZATION OF RATE FOR SALE OF LIMESTONE BOULDER TILL 31.03.2020 FOM BSLC MINES AT BIRMITRAPUR ,SUNDERGARH,ODISHA
C.	COST OF BID DOCUMENT(NON REFUNDABLE,NON TRANSFERABLE AND NOT EXEMPTED)	INR 105/- (One hundred five rupees only) in the form and manner as described in Bidding Documents.
D.	SALE /DOWNLOADING OF BIDDING DOCUMENTS	w.e.f. 23 /07/18 to 06 /08/18
E.	PRE BID DISCUSSION	30/07/18 AT 3.00 P.M AT BSLC, CONFERENCE HALL,BIRMITRAPUR
F.	DUE DATE & TIME OF SUBMISSION OF BID	07/08/18 up to 3.00PM
G.	PLACE OF SUBMISSION OF BID	Office of The BUSINESS HEAD THE BISRA STONE LIME COMPANY LIMITED BIRMITRAPUR,DIST-SUNDERGARH,ODISHA-770033
H.	OPENING OF TENDER	3.30 PM on wards on 07 /08 /18

I.	BID SECURITY (EARNEST MONEY DEPOSIT)	NIL
J	VALIDITY OF BID	Up to 120 days from the date of submission of the Bid

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LTD

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

MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ODISHA.  
PIN -770033. PHONE-0661-2610270

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

**CHAPTER-II**  
**NOTICE INVITING TENDER**

**INTRODUCTION:**

The Bisra Stone Lime Company Limited (BSLC), a Government of India Enterprise, under Ministry of Steel, intends to sell to the interested agencies.

1. **SCOPE OF WORK:** It includes the following:

- a) The bidder will purchase Limestone boulder of the following specification from the earmarked area/stack shown by authorized person of Business Head/CEO,BSLC for lifting the material from the mines.
  - I. PRODUCTS Limestone Boulder of -500 mm with Tolerance: 5% (max)
  - II. PHYSICAL SPECIFICATION- Size: -500 mm with Tolerance:5% (max)
  - III. AVERAGE CHEMICAL SPECIFICATION Cao of 46%(Min),MgO of 2.7%(Max) and Sio<sub>2</sub> of 7% (Min)
  - IV. APPROX QUANTITY PER MONTH (MT) 25,000 (+)/(-) 20%

**NOTE-**

- i. The average chemical specification shall meet the above parameters.
- ii. The lot size shall be of 1,000 MT.
- iii. The specifications shall be drawn from such lots and if the lot specifications meet the requirement it will be binding on both the buyer and seller.
- iv. The quantity to be sold by road has been indicated as above. In case of purchase/lifting by rail, the buyer has to

procure minimum of one rake of 59 BOX N wagons or 4,000 ton approximately.

- b) The minimum order/purchase quantity should be of 25,000 MT per month (+/-)20%.
- c) The lifting of materials will be done by mechanical means only.
- d) The materials can be lifted and transported by rail/road.
- e) The bidder will make own arrangement for lifting and transporting of materials from specified stock of BSLC mines in case of procurement by Road and in case of lifting by Rail ,BSLC will arrange for shifting of material from mines /crusher plants to BSLC Railway siding and subsequent loading into wagon on chargeable basis.
- 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 including taxes & duties of the quantity of material to be lifted.
- i) In case the bidder intends to put up a crushing and screening unit within the leasehold area of BSLC for sizing the boulder, the agency has to pay Rs 50,000 towards rent per month plus usual GST at applicable rate. The agency will bear all the expenditure towards obtaining NOC from State Pollution Control Board related to crusher installation and operation.
- j) All statutory requirements shall be maintained by the bidder related to crusher installation and operation.
- k) Electricity charges for running the crusher including power factor penalty, if any, will be borne by the agency. In case of diesel operated crusher, the HSD shall be arranged by bidder.

1) 11 kv supply will be provided from the nearest available source. The bidder will install the entire required substation along with energy meter, power factor panel to avail 440voltage supply for crusher operation. The agency will maintain power factor level above 0.92.

2. APPROXIMATE QUALITY AND QUANTITY OF LIMESTONE:

The approx quantity offered for sale by BSLC is as mentioned at Sl 1.0 of Chapter -I. The bidder will have to make their own arrangement for getting the material tested for its suitability before lifting.

3. TERMS OF CONTRACT FOR SUPPLY OF MATERIALS:

The highest rate (H1 rate) offered will be the price for finalization of the contract. The rate will remain firm upto 31st March 2020. The cost per MT offered by H1 bidder shall be exclusive of loading cost, transportation cost and all taxes. The taxes and levies such as Royalty, DMF(District Mineral Foundation Fund),NMET(National Mineral Exploration Trust), User Fee, GST etc will be payable by the buyer as per applicable rates from time to time.

If the H1 bidder is unable to lift the desired/committed/quoted quantity on any particular month, BSLC shall offer the same to H2, H3 bidders and so on or to any interested party, if they accept to match the H1 price. The sale shall be at the sole discretion of BSLC management

Note-The successful bidder has to arrange loading of materials on its own from the designated area for lifting by Road.

4.CONTRACT PERIOD: The period for such rate contract shall be upto 31.03.2020

## 5.EARNESTMONEYDEPOSIT(EMD)

NIL (As the tender is only for finalization of rates and buyers are required to deposit 100% of material value in advance for lifting of minerals).

## 6.ELIGIBILITY CRITERIA:

- 6.1 GST Certificate.
  - 6.2 Tenderer must have valid Trading license.
  - 6.3 Income Tax return of last 01 years along with PAN No.
  - 6.4 Pollution clearance certificate from SPCB, ODISHA in case of bidder having manufacturing/ beneficiation/ crusher plants.
  - 6.5 The bidder has to comply mines act, mines rule, mines regulations, DGMS guideline, DGMS circular as required.
  - 6.6 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.
  - 6.7 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.)
  - 6.8 A certificate should be furnished that the bidder has no litigation with BSLC, as parties /company having any litigation with BSLC are not eligible.
7. **PRICE BID:** Bidders are required to quote rates per MT in a format as specified in the Price Bid. The price quoted shall be valid up to 120 days from the date of submission of the Bid.

**NOTE:** The base price will be Ex-mines exclusive of Royalty, DMF, NMFT, User Fee, GST and other government levies which shall be borne and paid by the party/agency on actual basis at prevailing rate on the date of dispatch/delivery.

In case of the dispatch by Rail, Rs.100/- PMT besides GST extra at applicable rate will be charged extra on the quoted price.

#### **8. EVALUATION CRITERIA:**

- 8.1 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.
- 8.2 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.
- 8.3 The H1 price will be determined on the basis of per MT rate quoted by the bidder for Limestone Ex. BSLC mines, exclusive of Royalty, DMF, NMET, User Fee, GST and other government levies.
- 8.4 The rate of H1 party/bidder will be final for all the parties/bidders at the sole discretion of management..

#### **9. AWARD OF CONTRACT:**

- 9.1 The company reserves the right to accept or reject the H1 rate quoted by the tenderers without assigning any reason thereof.
- 9.2 Award of contract for lifting shall be made at the absolute discretion of BSLC at the H1 price.
- 9.3 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 at the sole discretion of management.
- 9.4 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.

10. **SAMPLING**-There would be joint sampling of Limestone Boulders by the seller i.e BSLC and the bidder i.e the buyer for lot of 1,000 MT at loading point and on acceptance of quality, the material will be purchased by buyer.

11. **PENALTY**-If the intended buyer fails to deposit material value within 10 days of awarding LOI /Sale Order or fails to lift the desired quantity of desired/available quality within 30 days from the delivery order, BSLC has sole discretion to cancel the order and allot the material to the next intending buyer in H1 rate.

## **12 TRANSPORTATION**

BSLC will supply materials from the specified area within the BSLC Mining Lease area. Arrangement for loading and transportation of material from the specified area (mine pit/crusher site) shall be made by the buyer at its own cost and risk. In case of transportation by Rail, the agency shall bear the freight, PTSC charges. Further the agency has to pay Rs 100/- per MT plus GST extra at applicable rate for loading and transporting cost of minerals from mines/ crusher to railway siding at Munipahar. The indent will be made by BSLC on receipt of material value including taxes & duties, PTSC @ 6 trips per rake, railway freight @ 4,000 MT per rake and security deposit @ Rs 5(Five) lakhs per rake in advance by the buyer. Railway freight and security deposit will not carry any interest and the same shall be refunded after adjustment of all claims whatsoever.

13. **WEIGHMENT-** For dispatch by road, the bidder will put up a weighbridge at their own cost and the weighment shall be binding on both the parties for invoicing and payment settlement. In case of dispatch by rail, the weighment mentioned in the RR & certified by Railways will be the basis of invoicing & settlement of payment. BSLC will not charge for weighbridge area and the bidder will not charge for cost of weighbridge. Repair & maintenance and stamping will be at the cost of the bidder.
14. **TAXES AND DUTIES-**The prices determined by the Seller as per Para -9(PRICE BID) above are exclusive of royalty levies, DMF,NMFT ,duties, taxes etc. All royalty, levies, cess , duties, taxes 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.
15. **TERMS OF PAYMENT-**The buyer will have to pay the material value including taxes & duties in advance for the quantity for which permission is to be obtained from DDM office for lifting. The material value includes the following:
- (i) Material value; (ii) Royalty; (iii) DMF; (iv) NMET; (v) User Fee; (vi) GST and (vii) Any other government levies as may be applicable at the time of delivery;
16. **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.
17. **OTHER CONDITIONS-**
- 17.1 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.

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

17.3 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.

18. **CLOSURE OF CONTRACT**-Contract can be closed by either party by giving 4 month's notice in advance.

19. **FORCE MAJEURE**- However, the force majeure conditions or any specific issues where business can not be possible the same is to be mutually discussed and agreed upon by the bidder and seller.

Sd/-

BUSINESS HEAD, BSLC LTD.

**THE BISRA STONE LIME COMPANY LIMITED.  
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-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, 2nd Floor, Sector-III, Salt Lake, Kolkata-700091
- 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, GST and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

## **02. TENDER SUBMISSION:**

The bidder shall submit the Tender in 2 (two) parts consisting of Part- (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

The instruments of Cost of Tender document are to be put in a separate envelope duly sealed and super scribed with the word "Cost of Tender Document".

All the 3 (three) envelopes containing Part - I, Part - II, Cost of Tender shall be put in a 4th (fourth) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to **Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundargarh, Odisha.**

**Note:** Tender not submitted with Cost of tender Paper, Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and will be rejected.

Tenders can be submitted either by post, courier service or deposited in the Tender box in the office of the **Business Head, The Bisra Stone Lime Company Limited, Birmitrapur, Dist-Sundargarh, Odisha.**

However, BSLC shall not be responsible for delay occurring in postal/courier services resulting in non-submission of the bid documents within time.

Tenders not received in prescribed format will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tenders will be received up to 3.00 P.M. on 07/ 08 /2018 and will be opened on the same day at 3.30 P.M. in the presence of bidders or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone.

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.

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

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 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 on 07 /08 /2018 at 3.30pm in the presence of the bidders or their authorized representative.

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 through Letter/Fax/Telephone/mail.

BSLC also reserves the right to cancel/postpone the date of receipt and opening of the Tender without bearing any liability whatsoever, consequent upon such decision.

#### **04. WORKING HOURS:**

Working hours at mines will be intimated by Business Head or his authorized representative.

#### **05. 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.

#### **06. 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.

#### **07. 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.**

#### **08. ASSIGNMENT**

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

## **09. 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.

## **10. LAWS GOVERNING THE CONTRACT**

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

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

## **11. ARBITRATION**

### **11.1 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.

## **11.2 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 Odisha will only have jurisdiction for any unsettled issues needing judicial interpretation.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. LEGAL AND MISCLLENIOUS OBLIGATION:**

**15.1** 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.

**15.2** All the vehicles engaged for transportation of material must be duly registered with RTA/ DDM and ensured against 3rd 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/-**

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**

ANNEXURE-I

**THE BISRA STONE LIME COMPANY LIMITED**

**PART-I**

**TECHNO COMMERCIAL BID**

**Tender Notice No: BSLC/MINES/TENDER/SALE NO-01**  
**Dated:-09/07/2018**

Sub- Finalization of Rate for sale 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 105/- (Rupees One hundred and 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	Status of the bidder [sole proprietorship / Partnership / comp any- private limited or Public limited]	
08	Whether the agency has submitted the PAN no.	Yes / No
09	Whether the agency has submitted latest GST certificate	
10	Whether the agency has submitted minerals Trading License.	
11	Whether the agency has submitted the valid SPCB certificate.	
12	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	
13	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.	
14	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).	

15	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.	
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[16] CERTIFICATE 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/SALE NO-01 Dated:- 09/07/2018**

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 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.

SIGNATURE OF THE TENDERER WITH SEAL

THE BISRA STONE LIME COMPANY LIMITED

PART-II

PRICE BID

Tender Notice No: BSLC/MINES/TENDER/SALE NO-01  
09/07/2018

Dated:-

**Sub:** Finalization of rate for sale of Limestone Boulder from BSLC mines near Birmitrapur, in The District of Sundergarh, Odisha.

**Ex Mines Basic rate per ton-(in figure) Rs** \_\_\_\_\_

**Ex Mines Basic rate per ton (In words)** \_\_\_\_\_

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**N.B:**

1. Where there is discrepancy between the rate in figures and words, the rate in words will govern.
2. The above rate is exclusive of taxes and duties.
3. The above rate is for despatch by road.

SIGNATURE OF THE TENDERER WITH

DATE AND SEAL

ANNEXURE-III

The Business Head  
The Bisra Stone Lime Company limited,  
Biritrapur,Sundargarh (Odisha)

**Tender Notice No: BSLC/MINES/TENDER/SALE NO-01      Dated:-  
09/07/2018**

Sub: Finalization for rate for sale of Limestone boulder  
from BSLC mines ,Biritrapur, 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 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.