

THE BISRA STONE LIME COMPANY LIMITED
(A GOVT OF INDIA ENTERPRISE)
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ORISSA. PIN - 770033.
REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,
KOLKATA-700091

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018

TENDER DOCUMENT

**FOR LOADING & TRANSPORTATION OF DOLOMITE & LIMESTONE FROM
MINES/CRUSHER/STOCK, STACKING AT BSLC RAILWAY SIDING AND LOADING
FROM BSLC SIDING AT BIRMITRAPUR INTO RAILWAY WAGONS.**

Money Receipt No.....

Dated.....

Name of the Tenderer: _____

Address of the Tenderer: _____

Signature & Seal of the Issuing Officer Signature of the Purchaser

**Price of the Tender Documents Rs 1050.00 (Rupees one thousand fifty only
inclusive of GST)**

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CHAPTER - I
NOTICE INVITING TENDER

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018

Sealed Tenders in prescribed format (in two parts) i.e. Techno-commercial and Price Bid are invited from reputed and experienced agencies for the job of **LOADING & TRANSPORTATION OF DOLOMITE & LIMESTONE FROM MINES/CRUSHER/STOCK, STACKING AT BSLC RAILWAY SIDING AND LOADING FROM BSLC SIDING AT BIRMITRAPUR INTO RAILWAY WAGONS.**

Tentative equipments to be engaged for the job are as below:

Sl. No.	ITEMS	CAPACITY	NOS
01.	Tipper or Dumper	10 tonne or 16 tonne	16 or 10
02.	Front End Loader with weight meter scale	1.7 cum	6
03	Tyre mounted back hoe (Loader)	0.75 cum	1

The above mentioned capacity of equipments is only indicative. However, in case of requirement, the agency should be prepared to deploy equipments of higher capacity.

The age of the equipments to be deployed should not be more than 7 years calculated as on 01.01.2018.

The agency may be required to increase or decrease the number of equipments as per requirement by serving 15 days advance notice in writing to the agency by the mines manager. The Tenderers /Agencies should have ownership of the following equipments out of the tentative requirement indicated above:

01. Tipper- 08 nos OR Dumper -	05 nos
02. Loader	-03 nos
03. Back hoe Loader	-01 no

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

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED

BIRMITRAPUR, DIST-SUNDERGARH, ORISSA

Ph.0661-2610067/270/202

“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 documents

a) A complete set of bidding documents may be purchased by interested agency(s) from the office of the Dy. Manager (F), **THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR, DIST-SUNDERGARH, ORISSA. Ph.0661-2610067/270/202**

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 Cash payment, or (against Demand Draft, Pay Order or Banker’s Cheque in favour of “**The Bisra Stone Lime Company Ltd.**” payable at par at Bimitrapur). Bidding Documents shall not be sent by Post.

b) The cost of Bidding Document is **Rs. 1050/- (Indian Rupees One Thousand Fifty Only Inclusive of GST)**.

c) Entire Bidding documents along with detailed IFB (Invitation For Bid) are available on the BSLC website i.e. 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), 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.

3.0 INFORMATION ABOUT PARTIES:

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

a) In case of Proprietorship firm: 1) Name, address & phone/mobile number of the proprietor. 2) The financial status of the proprietor. 3) Previous experience of the proprietor 4) Proprietorship certificate duly certified by a notary in a stamp paper. 5) A Self-attested Copy of latest Annual audited profit & loss statement.

b) 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) A Self-attested 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.

c) 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 are also to be furnished. 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 Directors in similar project as well as work. 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.

4.0. PRE BID CONSULTATION:

The tenderers are free to join pre Bid consultation to be held on 05.03.2018 at 3.00 PM in the office of the Business Head, BSLC, Birmitrapur, Odisha for clarifying doubts/seeking explanations in regard to provision of the Tender after field visit. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendment so made will be published in the company's website.

5.0. SALIENT FEATURES OF THE BID

A.	BID ENQUIRY NO.	Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018
B.	ITEM DESCRIPTION	FOR LOADING & TRANSPORTATION OF DOLOMITE & LIMESTONE FROM MINES/CRUSHER/STOCK, STACKING AT BSLC RAILWAY SIDING AND LOADING FROM BSLC SIDING AT BIRMITRAPUR INTO RAILWAY WAGONS.
C.	COST OF BID DOCUMENT (NON REFUNDABLE, NON TRANSFERABLE AND NOT EXEMPTED)	INR 1050/- (Indian Rupees one thousand fifty only) in the form and manner as described in Bidding Documents.
D.	SALE /DOWNLOADING OF BIDDING DOCUMENTS	w.e.f 19/02/2018 to 12/03/2018
E.	PLACE & TIME OF PRE BID CONSULTATION.	BSLC Mines, General office conference hall at 3.00 pm on 05/03/2018
F.	DUE DATE & TIME OF SUBMISSION OF BID	13/03/2018 up to 3.00PM
G.	PLACE OF SUBMISSION OF BID	General office conference hall, BSLC Mines, Birmitrapur Dist: Sundargarh (Odisha)
H.	OPENING OF TENDER	The Techno commercial bid opened on 13/03/2018 at 3.30PM

I.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR 17,50,000 Lakhs (Rupees Seventeen Lakhs Fifty Thousand only) The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6 months from the date of opening of the Part-I, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to “The Bisra Stone Lime Company Limited” at Birmitrapur or Rourkela. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
J.	VALIDITY OF BID	120 days from the deadline for submission of bid.

Business Head
THE BISRA STONE LIME COMPANY LIMITED

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**CHAPTER - II
SPECIAL CONDITIONS**

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018

01. SCOPE OF WORK: Lifting and Transporting of Lime stone & Dolomite from Mines/ crusher/stock and stacking in to Railway siding and loading into wagons under following scope of work:

1.1. Indicative Loading quantity is 7.00 lakh Tonne per annum, which may vary up to plus or minus 30%. However, payment will be made on actual monthly dispatched quantity basis.

1.2. All the lifting, shifting, stacking and wagon loading work will be done round the clock.

1.3 Loading of materials by Pay Loader into tippers / Dumpers .

1.4. Lifting of materials from mines/crushers/stock and transporting to BSLC Railway Siding by tippers / Dumpers . There will be no over loading of tippers/ dumpers beyond the permissible limit allowed by state govt. agency and any central govt. agency. The Dumpers/ Tippers must be covered fully with Tarpaulin as per requirement of Govt. of Odisha.

1.5. Weighment of materials at the BSLC railway siding weighbridge. In case of break down, the agency is to weigh the tippers/dumpers in the weighbridge available at G.O/ Patpahar/ Kaplas west or Govt. approved weighbridge at BRMP Municipality.

1.6. Lifting & Stacking of materials (Lime stone & Dolomite as well as fines & lumps) at Railway Siding of BSLC separately as per direction of mines manager.

1.7. Shifting of material within the railway siding for quick loading.

1.8. Loading of materials into wagons by Pay Loader within free time allowed by Railway which may reduce by Railways without notification to the tenderer. Railway may also place the wagons on Engine On Load (EOL) basis. The agency has to prepare accordingly.

1.9. Penal freight or punitive charges, Demurrage charges imposed by the railway and other incidental expenses, if any, for over loading or delay in loading levied by Railways shall be borne by Tenderer.

1.10. Demurrage charges during overloading at Bondamunda or at any other places during en-route will be borne by Tenderer.

1.11. Wagon leveling, labeling of stickers, siding jam cleaning, Railway track cleaning, closing of holes by giving gunny bags, tins etc by the contractors for the fitness of wagons and proper door closing shall be ensured by the Tenderer by his own arrangement.

1.12. Under loading penalty imposed by Railway/Buyers and any other penalty levied by Railway or Buyers due to loading defects shall be borne by the Tenderer.

1.13. Loading of Boulders & off size materials into wagons should be avoided. Any penalty imposed by the Buyers plant for loading off size/boulders into wagons shall be on account of Agency.

1.14. The derailment/re-railment charges levied by the Railway due to track jam will be recovered from the agency.

1.15. Agency must ensure the smooth movement of Rakes in the Railway siding by proper cleaning of track, bush cutting and clearance of railway track as well as siding. Track maintenance will be done by engaging his own labour. All spares except sleepers and rail as per requirement will be borne by the agency.

1.16. The Charges levied by the Railway, in case of derailment, wagon damage or any loss of Railway property due to Jamming of railway track or uneven loading or any other act by the agency, will be on account of agency.

1.17. In case of derailment of loaded wagons and/or engines at any place of railway track(Gandhi road to Munipahar), all charges levied/imposed by the Railways towards re-railment, wagon damage, engine damage, OHE damage & track damage will be on account of Agency. The restoration of track on derailment

will be done by the agency at his own cost & risk for the safe movement of rakes/engines.

1.18. Operation of Railway siding will be round the clock and Agency has to collect the indent from Mines Manager or his authorized representative everyday in writing and he will arrange their transporting and loading activities accordingly as per Railway indent schedule. Indent will be placed without any further notice to the agency. As soon as material at Ex-Mines / Ex-Crushers is ready, the indent for Rake to the Railway will be placed and contractor has to manage immediate shifting of materials from the earmarked places to railway loading platform and then complete loading operation of rake within the free time allowed by the Railway.

1.19. Road side materials dumped due to break down of dumper/ tipper during transportation shall be collected, lifted & transported the same material to railway siding for dispatch within one week by the agency without loss of materials.

1.20. The agency shall be responsible for any mixing of material of Limestone & Dolomite and Lumps & Fines during material stacking/ loading and any penalty due to mixing of materials, so incurred will be on account of the Agency.

1.21. The agency may be required to increase or decrease the number of equipments as per requirement and urgency of transporting and loading as per indent schedule. Further the agency should be ready to load 02 rakes in one day as per rake placement by Railway. The agency should obtain information from Birmirapur railway station regularly regarding placement of rakes in BSLC railway siding and make arrangement for loading into wagon accordingly.

1.22 The agency has to maintain the all haulage roads within mines area for smooth transportation of vehicles.

1.23 In case of Breakdown of any loader/dumper/equipments/machineries within blasting zone of mines should be removed immediately.

02. INDICATIVE EQUIPMENT:

The details of indicative equipments required for the above job:

Sl. No.	ITEMS	CAPACITY	Maximum age of equipment from the year of manufacturing	Indicative requirement of equipments (In Nos)
01.	Tipper or Dumper	10tonne or 16 tonne	07 years	16 or 10
02.	Front End Loader	1.7 cum	07 years	6

	with weight meter scale			
03	Tyre mounted back hoe (loader)	0.75 cum	07 years	1

N.B. No. of Equipment required to be deployed is only indicative in nature and the successful bidder has to arrange required no. of equipment/manpower based on need from time to time. No additional payment over and above the agreed rate against the actual quantity handled will be paid by BSLC.

03. AREAS OF OPERATION:

The location of operation will be in the BSLC Limestone/Dolomite Mines, at Birmitrapur, Distt: Sundergarh, Odisha where the contractor's equipments will be deployed.

04. CONTRTACT PERIOD

The Contract Period will be for 2 (Two) years i.e. up to 31/03/2020, which may be extended for another one year on satisfactory performance on sole discretion of BSLC on same terms & conditions including rate.

05. EARNEST MONEY DEPOSIT: 17, 50,000 (Rupees seventeen lakhs fifty thousand only)

5.1. Tender must be accompanied by an EMD in form of RTGS Receipt / DD / PO / BG of Rs 17,50,000- (Rupees Seventeen lakhs fifty thousnd only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmitrapur A/c No.11275000131 of SBI and IFSC Code SBIN0004860 or a Bank Guarantee for an equivalent amount from any nationalized bank/scheduled commercial banks in the prescribed format (Format enclosed) favoring The Bisra Stone Lime Company Ltd.

5.2. In case of BG (Annexure-IV), it should be valid for a period of 6(six) months from the tender opening date. The validity of BG is to be extended depending on the need.

5.3 The EMD amount shall not bear any interest. In case any short-listed party denies accepting the work order / contract or fails to commence work within 15 days of awarding LOI/work order, their EMD shall be forfeited.

5.4. Tender bid without EMD shall summarily be rejected.

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

5.6. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to keep the said Bank Guarantee renewed until he furnishes the Bank Guarantee for Rs. 17, 50,000 lakh as mentioned in clause 5.1. The initial deposit of Rs. 17, 50,000 lakhs will be returned/ refunded only after furnishing of the Security Deposit of Rs. 17, 50,000 lakh as mentioned in the clause 6.1. The format of the Bank Guarantees will be

indicated in Annexure VIII. The Bank Guarantee for security deposit has to be submitted by the party initially for a period of three and half years. Such Bank Guarantee shall remain in force and effect during the period of the entire contract. The Bank Guarantee shall provide for extension of validity on demand by BSLC. Such extension of validity shall be confirmed by the Guarantor Bank without any reference to the Agency.

5.7 The Small Scale Industries who are registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit and Security Deposit and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender.

06.1 SECURITY DEPOSIT (SD):

Recovery of Security Deposit @ 5 % of the value of the work done shall be made by the BSLC on the gross value of the running Bills of the contractor till successful completion of the job or till the total amount under security deposit head including EMD amount reaches Rs 80,00,000/-(Rupees Eighty lakhs) whichever is earlier.

06.2. REFUND OF SECURITY DEPOSIT:

The Security Deposit shall be refunded to the contractor within 60 days from the date of completion of contract period on production of certificate from Mines Manager and by the contractor having disbursed all labour payments including all statutory payments. The contractor shall also furnish a certificate from the head of the Personnel Department & other related departments stating that he has cleared and performed his obligation whatever under this contract.

07. ELIGIBILITY CRITERIA: In order to qualify in the Techno-Commercial Bid, the tenderer must submit the followings and/or documentary evidences along with the tender document:-

- a) Earnest Money Deposit of Rs 17,50,000/-
- b) The intending tenderer must have in its name as a contractor experience of having successfully executed works of similar nature (such as Transportation and platform loading of rakes) of 3,50,000 MT per annum put to tender in one year during last 7 (Seven) years. Documentary evidence of completing the job successfully must be produced.
- c) Solvency certificate of Rs 50,00,000 (Fifty Lakhs) from any nationalized banks
- d) Income Tax return of last 03 years duly certified by a Chartered Accountant.

(Average annual financial Turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs 4.00 Crore.)

- e) Ownership / Arrangement of following equipments.
 - i. Tipper- 08 nos or Dumper-05 nos
 - ii. Loader-03 nos
 - iii. Back Hoe loader -01 no
- f) Copies of all documentary evidences are to be duly authenticated by the tenderers' with full signature and seal.
- g) All signed declarations are to be made in the Tenderers letter head.
- h) The age of the equipments to be deployed should not be more than 7 years as on 01/01/2018.
- i) Copies of proof of Ownership/Arrangement and Insurance of such equipments are to be submitted by the Agency.
- j) Registered Partnership deed in case of a partnership firm OR Memorandum of Association and Article of Association in case of a company, OR Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
- k) The agency must have GST registration Number & P.F code Number. Copy of GST number & P.F code Number are to be enclosed.
- l) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.
- m) An undertaking that the Tenderer has not been debarred by BSLC.
- n) A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure – I)
- o) Non submission of annexure will lead to disqualification.
- p) A certificate should be furnished that the bidder has no litigation with BSLC, as parties /company having any litigation with BSLC are not eligible.

N.B.:-

1. In case the tenderer is a Partnership firm, the work experience of any or all of the individual partners may be considered as the work experience of the bidder.
2. The agency may be required to increase or decrease the number of equipments as per requirement by serving 15 days advance notice in writing to the agency by the Mines Manager.
3. Sub contractors' experience and resources will not be taken into account in determining the tenderers compliance with qualifying criteria.

4. Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

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

08. 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 composite rate quoted by the bidder and the tender will be evaluated on the basis of L₁ rate quoted against the job.

09. AWARD OF CONTRACT:

BSLC reserves the right to reject any or all the tender/s, or to accept any tender wholly or in part, or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of the tender documents there upon and without liability for any loss or damage if any suffered by the tenderer in submitting his offer and /or conducting discussions etc.

10. OPERATION:

(i) Deployment of equipments and their operations will be guided by the Mines Manager.

(ii) The agency will be responsible for transportation of minerals from Mines, Crusher points and Stack to Railway siding and loading into wagons as per the scope of work.

(iii) The agency shall maintain Log-book towards engagement of such machine in a bound book/register on daily basis and the same shall be countersigned by the authorized person/engineer concerned of the mine.

(iv) Mines Manager will co-ordinate and guide the lifting, shifting & stacking of material separately for lime stone, & Dolomite, lumps and fines or any other product as per requirement of buyers/rake indent and rake loading programme. But the execution of work is agency's responsibility for timely completion and

smooth loading to avoid imposition of any type of short loading freight, penal over loading, demurrage charges at Munipahar siding, wagon adjustment charges at Bondamunda / Birmitrapur or at any other places of Railway or any damage caused due to derailment for uneven loading, siding jam etc.

(v) The agency will load the full rake within the scheduled time given by the Railway. In case the service provider cannot complete the loading within the scheduled time and Railway claims demurrage, this demurrage will be borne by the agency. If the delay is on account of non-availability of material in mines/crushers, then the demurrage will go to BSLC's account.

(vi) The agency will bear the cost of operation and maintenance of the equipment such as POL, HSD, Consumables, tools & tackles, salary & wages of operators & helpers and other labours and they will follow all the applicable laws relating to execution of contract.

11. SCHEDULE OF LOADING / MONTHLY PROGRAMME:

Yearly Dispatch/Loading quantity is about 7,00,000 metric tonne with +/- 30% variation. Monthly programme for quantity of lime stone & dolomite to be dispatched and no's of rakes to be loaded by the agency will be collected by the tenderer from BSLC in the beginning of every month according to which the agency has to make arrangement for transportation, stacking of materials at Railway siding and platform loading of wagons so that the programmed quantity is dispatched in the same month. In addition to this, BSLC will draw a quarterly supply plan on the basis of the demand of long term buyers. The supply plan will be finalized before beginning of the next quarter.

12. NORMS OF MEASUREMENT:

The unit of measurement of work done will be Metric tonne. The RR weight will be considered as final tonnage of weightment for payment purpose.

13. PRICES:

13.1. Prices or the rates for the work stipulated in the contract shall remain firm and binding during the contract period subject to the variations stipulated in the special conditions of the contract.

13.2. The rates quoted by the Tenderer shall be exclusive of GST but inclusive of all other taxes, levies, duties, etc., prevailing on the last date of submission of the tender or the revision of prices, whichever is later.

13.3. During tenure of the Contract, if any new taxes, duties/levies etc., are imposed or tax rates undergo changes as notified by the Govt., and become applicable to the subject works, the same shall be reimbursed by the Employer on production of documentary evidence in respect of payment of the same. Benefits accruing to the Contractor on account of withdrawal/reduction in any existing taxes and duties, the same shall be passed on to the Employer.

14. VARIATION IN QUANTITY:

The indicative loading quantity will be 7.0 lakh tonne per annum .However, the rate in the agreement shall be valid up to plus or minus 30% of the awarded quantity as mentioned in LOI. No change in the unit rates or any claim on account of variation up to plus or minus 30% of the awarded quantity as mentioned in LOI will be admissible. Rates for quantity variation beyond this limit shall be mutually discussed and agreed to.

15. ESCALATION/DE-ESCALATION:-

Escalation/de-escalation will be given on account of change in price of diesel or rate of minimum wages. This Escalation/de-escalation effect will be given to the original awarded rate.

15.1. Price variation due to change in Diesel (HSD) price:-

Price variation due to change in diesel prices shall be applicable as per formula given below:

$$V = \frac{0.20WX(R-R_0)}{R_0}$$

Where:

V = Escalation or de-escalation payable or deductible.

W= Gross value of work done on the basis of Contract rates for the period for which variation is applicable.

R= The single average of diesel rate will be calculated by adding the prices of the diesel of the particular month date wise and dividing the total by the no of days of that month for which the vehicle has been engaged during the pendency of contract period. R will be the revised rate which will be calculated as per the details given in the note below.

R0= Revised rate of Ordinary High speed Diesel Oil per litre as fixed by Public Sector Oil Company applicable for the area of site of work on the base date (i.e., the date of opening of price bid).

0.20= Weight age for diesel component.

N.B.:- 1) The price of diesel on the date of commencement of work and at the end of the month will be noted as A & B respectively. Then the average of A & B will be calculated and will be taken as C.

2) Similar averages will be calculated for each calendar month.

15.2. Price variation due to change in Minimum Wages of labour:-

In case of any statutory revision in the minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Bhubaneswar,

Escalation shall be paid as per the following formula :

$$V = 0.10 \frac{W \times (X - X_0)}{X_0}$$

Where :

V = Escalation or de-escalation payable or deductible.

0.10 = Labour component.

W = Gross value of work done on the basis of Contract rate for the period for which variation is applicable.

X = Revised Average minimum wages for the period for which variation is applicable based on the minimum wages as notified by the Regional Labour Commissioner (Central), Bhubaneswar for the period under consideration for that contract.

X₀ = Average of minimum rates of wages of skilled, semiskilled and Un-skilled workers on the base date (i.e., the date of opening of Price Bid) applicable for the area of site of work as per minimum rates of wages as notified by Commissioner of Labour, Government of Odisha, Bhubaneswar)for that contract.

N.B: Average Minimum wage

$$= (\text{Skilled wage} + \text{Semi skilled wage} + \text{Un skilled})/3$$

N.B.: Labour component will be as per wage sheet & maximum up to 0.10.

15.3. EFFECTIVE DATE:

15.3.1. Revision on a/c of wages:- If the wage rate is revised on the first day of a month, escalation /de-escalation effect shall be given from the month of revision itself, otherwise effect will be given from the next month of revision.

15.3.2. Revision on a/c of Diesel:- If the diesel rate is revised on the first day of a month, escalation/de-escalation effect shall be given from the month of revision itself, otherwise effect will be given from the next month. Lowest Price of Diesel at Birmitrapur will be considered. In case of more than one revision in the rate of Ordinary High Speed Diesel Oil, in a month, the latest revision in the rates shall be considered for payment of escalation.

NOTE: Effective Diesel price and Minimum wages as noticed by Commissioner of Labor, Government of India as on Base Date (Date of opening of tender price bid) will be recorded while signing the Agreement.

16. TERMS OF PAYMENT AND SETTLEMENT OF BILLS: Bill shall be raised on monthly basis on the actual dispatched quantity in Railway Receipt at the contract rate per M.T.

The monthly bill will accompany the following statements:

- (a) Copies of Railway Receipt duly signed by BSLC commercial/Railways Dept.
- (b) Certification of personnel department regarding submission of wage sheet and PF challans.
- (c) Copy of GST paid challan if any.

The agency has to prepare the bills along with the above documents on monthly basis of quantity of material dispatched to customers and submit for verification & certification by the Engineer/ Mines Manager for release of payment.

80% of the bill amount after deduction of T.D.S, security deposit & all incidental Penalties like short loading freight, over loading penalty, punitive charges , Demurrage, Derailment etc. will be made within 45 days of receipt of approved bill from Business Head. TDS at applicable rate shall be deducted from the bills.

The balance 20% shall be made on receipt of destination point weighment certified by the customers subject to adjustment in quantity, overloading charges, under loading charges, punitive charges, demurrage etc. The customers' weighment report shall be collected from Commercial Section of the Company and enclosed along with the bill for claiming payment. However no interest shall be paid for any delay in payment.

GST shall be paid extra on the bill value at applicable rates within 7 (seven) days from the date of submission of bills. A copy of the GST paid challans must be submitted after deposit of GST.

17. TAX DEDUCTED AT SOURCE:

Income Tax and 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.

18. PENALTY:

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

(ii) In case of weighment at customer/purchaser's weighbridge i.e. at the destination point the rake is found to be under loaded, dead freight and other incidental expenses, if any, involved due to under loading will be debited to the contractor's account against each individual rake.

(iii) In case the wagons are found to be overloaded, the penal freight or punitive charges if levied by Railways and other incidental expenses, like demurrage charges levied by Railway for adjustment of wagon etc. if any, involved due to over loading of the wagons will be debited to the contractor's account against each individual rake.

In case of short loading into the wagon by the Contractor despite availability of material less than 2.5% of chargeable quantity as mentioned in RR, revenue loss to the BSLC will be recovered from the agency at the prevailing selling price for such differential quantity.

(iv) In case of delay in completion of loading of rakes beyond the scheduled time fixed by Railways, then the demurrage if incurred shall be recovered from the bills/security deposit of the contractor. However, due to any reason attributable to the BSLC, if demurrage is incurred the same shall be on account of BSLC.

(v) All deductions/ realizations made by Customers/purchasers towards off size materials dispatched due to mixing of two grades or size during transporting/stacking/loading will be on account of Contractor/Agency.

vi) If material is available, space in siding is available but shifting of material could not be done in spite of prior intimation for which indent could not be placed, then Penalty @ Rs 20,000 per indent will be imposed & recovered from the bills/security deposit.

(vii) All above penalties/punitive shall be calculated as per actual and recovered from the bills/outstanding dues/ security deposit of the contractor/agency.

(viii) Any liquidated damage levied by steel plant /customers due to non supply of material shall be recovered from the bill of the tenderer if it is due to fault of tenderer.

(ix) The agency has to abide by the rules newly framed/ changes made by Railway during contractual period. Any penalty levied by railway due to newly framed rule/ change of rule will also be borne by the agency.

(x) If any data, information etc. required by any authority is not furnished by the agency timely, then the penalty imposed by that authority will be borne by the agency.

19. 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 contractor 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.

20. PERFORMANCE GUARANTEE:

If the rate quoted by the L1 agency is abnormally (more than 20%) low from the estimated rate then the L1 agency will submit a Bank Guarantee of the differential amount between the estimated cost & quoted cost before signing of agreement.

(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.)

21. OTHER CONDITIONS:

21.1. All the equipment(S) to be deployed by the agency should have valid insurance coverage, Tax, Fitness, Permit, Pollution clearance etc. throughout the contract period.

21.2. The operator /Driver deployed on Machinery must have valid Driving License.

21.3. From the date of engagement of Machinery/Vehicle challans is to be maintained properly showing tonnage handled. All weighment will be done at company's weighbridge.

21.4. Salary/overtime/DA if any to be paid to machinery operators /vehicle driver shall be on agency's account & no such payment shall be done by BSLC.

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

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

21.7. All staffs to be employed under agency shall take Mine Vocational Training at VTC as per mines VT Rule 1966.

21.8. All staffs to be employed under agency shall undergo Initial Medical Examination (IME) at BSLC's hospital.

22. SIMILAR WORK: Similar work is defined as the work executed where the scope is either the same or similar under similar circumstances. For example, for a tender for transporting and loading into Railway wagons the experience of ore transportation from mines or crusher, stacking at Railway siding platform and loading of ore into Railway wagons as per railways specified weight will be treated as experience of similar nature.

Sd/-

BUSINESS HEAD, BSLC LTD.

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

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

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

**CHAPTER - III
GENERAL CONDITIONS**

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018

01. DEFINITIONS:

- a. **Tenderer/Bidder:** Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. **Name of the Tender:** Name of the Tender means the work to be performed by the tenderer;
- d. **Techno-Commercial Bid:** Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid;
- e. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. **Contractor:** Contractor means the person or society, firm, company whose tender has been accepted by the BSIC;
- h. **BSLC:** BSLC means "The Bisra Stone Lime Company Limited" A Company incorporated in India and having its registered office at Saurav Abasan, 2nd Floor, Sector-III, Salt Lake, Kolkata-700 091
- i. **Employer:** Employer means BSLC

- j. **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k. **Business Head:** Unit Head of BSLC at Birmitrapur is known as Business Head.
- l. **Taxes:** Taxes means Income Tax, Surcharge, GST, Cess Tax, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.
- m. **Engineer :** “Engineer” means an engineer appointed from time to time by the employer.

02. SUBMISSION OF TENDER:

2.1. The Tender documents complete in all respect shall be submitted in 2(two) parts i.e. Part-I: Techno Commercial Bid and Part – II: Price Bid sealed in 2 (two) separate envelops clearly Superscribing “Techno-Commercial Bid” & “Price Bid” on the respective envelops. Both the Bids i.e. Techno-Commercial and Price Bid shall be sealed in a 3rd separate envelop with complete tender details superscribing Tender Notice No. & Date, Name & Address of the Bidder.

2.2 The Agency will submit EMD and Cost of tender document separately along with techno commercial bid & Price bid inside the 3rd envelop.

2.3. Tenders shall have to be submitted at the Tender Box of the company as mentioned in the Chapter – II.

2.4. Bids received after 3.30 PM will be rejected, however bids received between 3.00 PM & 3.30 PM before opening of tender may be accepted by the company.

2.5. 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.

2.6. Any tender containing clerical or arithmetical mistakes may be rejected.

2.7. 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.

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

03. OPENING OF TENDER:

The Technical bid part-I shall be opened on 13/03/2018 at 3.30 PM 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.

04. OFFER VALIDITY PERIOD:

The offer shall be valid for a period of 120 days from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

05. WORKING HOURS:

The working hours at mines shall be round the clock. On Sundays/Holidays, the job shall have to be done by the contractors 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.

06. SIGNING OF CONTRACT AGREEMENT:

The successful bidder(s) shall be required to enter into an agreement with BSLC within 07 days of the award of the tender or within such extended period as may be specified. In case the agency fails to comply with the aforesaid conditions to sign the agreement within stipulated time, BSLC will have right to terminate the contract and forfeit the EMD of the agency and the agency stand debarred from future participation in any tender of the company or the group of companies.

07. INTEGRITY PACT:

Integrity Pact will be signed with the successful bidder as per Annexure – V if the value of the contract is about Rs one Crore and above. Non-signing of the integrity pact will lead to the cancellation of the contract at the cost of the contractor and the Company will forfeit the EMD.

08. 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 60 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.

09. OBLIGATION OF THE CONTRACTOR:

09.1. Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg-guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his entitled workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, the Engineer shall procure the safety equipments and supply to the workers of the contractor(s). The cost of procurement plus 17.5% of cost as usual charges of supervision etc. shall be recovered from contractor(s) dues or otherwise;

09.2. The Contractor shall work as per provision of Mines Act, 1952 Mines Rules 1955 & Metalliferous Mines Regulations, 1961 & Environment Guidelines issued by the State Pollution Control Board, Odisha.

09.3. The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification, BSLC shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract will be entertained by BSLC on his account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by BSLC which are based on the lack of clear information.

09.4. The Contractor shall maintain a Log-Book regarding deployment of equipments, running hours, etc. under instruction of the Engineer and submit the daily report to the Engineer.

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

09.6. The Contractor will indemnify BSLC for any loss or damages BSLC may suffer, due to default or negligence in part of the contractor or its employees.

10. 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 removing the material bought by the buyer. The buyer will be fully responsible to reimburse all damages as may be determined by BSLC.

11. 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.

12. MODIFICATION OF CONTRACT:-

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to avoid any confusion or for interpretation of any terms and condition of the contract.

13. ASSIGNMENT

This Agreement is not assignable and non-transferable.

14. LAWS GOVERNING THE AGREEMENT

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

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

15. INSTRUCTION TO TENDERERS:

15.1. Tender must be submitted in sealed envelope marking the name of work as mentioned in the tender notice and addressed to The Bisra stone Lime Company Limited At/P.O-Birmitrapur, Dist-Sundergarh, Orissa, PIN-770033 on or before the time mentioned in the tender notice. The Tenders (Techno-commercial bid) will be opened soon after on the same day.

15.2. Tenders sealed and super scribed as above may also be sent by hand only. A tender received after the time and date specified above, is liable to rejection. Company is not responsible for any loss of Tender or late receipt of tenders.

15.3. Any tender delivered or sent otherwise will be at the risk of the Tenderers.

15.4. Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable for rejection.

15.5. Tenders not received in the prescribed form as specified therein and without earnest money at the time of opening will be summarily rejected.

15.6. If a Tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item description, contract clauses etc. will however, be entertained. Other clarifications may be considered. If the contents of the covering letter are to be considered, as part of the quotation, this should be specifically mentioned by the tenderer, if any of these conditions admitted for consideration has a financial bearing on the cost quoted, and the additional cost arising out of this condition will be added for comparative evaluation of tenders.

15.7. Any tender containing clerical or arithmetical mistakes may be rejected.

15.8. Any request from the Tenderer 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. If the Tenderer, withdraws his tender after opening of the tender but before the expiry of the validity period of the tender. The earnest money shall be liable to be forfeited.

15.9. The successful tenderer shall make his own arrangement for all materials except as specified in the contract (if any).

15.10. By submitting a tender for the work the tenderer is deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specifications and condition attached thereto and he has taken into account all condition and difficulties that may be encountered during its process and to have quoted labour and material rates which shall include cost of material with taxes, and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the engineer.

15.11 Tenderers must also submit with the Tender copies of testimonials with regard to their experience and satisfy The B.S.L.Co.Ltd.'s authorities on the following points if and when called upon to do so.

(i) The agency has to submit proof of as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to act as its agent.

15.12. The details of works of similar type and magnitude carried out by the Tenderer must also accompany the tender.

15.13. Acceptance of the Tender will be intimated to the successful Tenderer through a letter of intent. The contractor shall then be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of Contractor to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn

15.14. If the Tenderer has a relative employed in any capacity in The B.S.L.Co. Ltd. shall inform the authority calling for tenders of the fact when submitted his tender, failing which his contract may be rescinded, if the fact subsequently comes to light, and he shall be liable to make good to the employer any loss to damage resulting from such cancellation to the like extent provided in the case of cancellation under general condition of contract.

15.15. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or a special written authority from a duly authorized office of the employer.

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

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

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

15.19. In case of abnormality low quoted rate, the company reserves the right to call justification lowest tenderer. Further the contractor may have to submit an amount fixed by the company before of work in the form of Bank Guarantee/Demand Draft against performance guarantee.

16. LEGAL & MISCELLANEOUS OBLIGATION:

16.1. The Contractor will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other 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

16.2. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating machineries and ancillary activities.

16.3. The Contractor shall report occurrence of all accidents in the Mines including particulars of his Employees involved and effect payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Engineer /Mines Manager who will send necessary notice to the concerned authorities. In the event of Contractors failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act. The Company shall have the right to set aside the relevant amount from the Bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.

16.4. The contractor shall be responsible to comply the provisions under the Mines Act 1952 and the Rules & Regulations framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works connected with the operation of mines. Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit, including termination of the contract.

16.5. In the event of the Company sustaining any loss by reasons of any damage to any of its property which in the opinion of the Company is due to the negligence or carelessness of the contractor or his employees, the Company shall be entitled to recover from the contractor(s) and the contractor will pay to the

Company the full amount for such loss. The amount of any such loss as certified in writing by the Company or its agent is final and binding on the contractor.

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

16.7. With regard to execution of this work, the contractor shall abide by the direction of Engineer/ Mines Manager.

16.8 The Contractor shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 , MMDR Act, 1957 & 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 and the Pollution Norms stipulated by OSPCB.

17. DEVIATION:-

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

The schedule for deviation is enclosed as follows:

Sl No	Chapter No	Clause No	Description as per tender document	Deviation sought by the Tenderer.	Remarks
1					
2					
3					

NB: Separate sheet may be enclosed if required.

18. 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.

19. SETTLEMENTY OF DISPUTES BY 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 Contractor amicably.

If however, the Employer and the Contractor 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. Should the arbitrator give specific award in respect of costs then it would prevail.

vii) In case the Contractor 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.

BUSINESS HEAD.

ANNEXURE-I**THE BISRA STONE LIME COMPANY LIMITED****PART-I****TECHNO COMMERCIAL BID**

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018
Sub: Transportation from Mines/ crusher point, stack to Railway siding and loading into wagons.

SL NO	PARTICULARS	INFORMATION BY BIDDER
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 1,050/-(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:
07	Whether the agency has enclosed EMD of Rs 17,50,000/- lakh- (Rupees seventeen lakhs fifty thousand only) in shape of crossed DD/PO/BC/BG in favour of "The Bisra stone lime Company Limited" payable at Birmitrapur. (In case of BG, Details of BG No. date, Validity, value, Bank name etc to be	<u>DD/PO/BC/BG No :</u> <u>Date:</u> <u>Drawn on:</u> <u>Amount (Rs):</u> <u>Bank Name</u> <u>(In case of BG) Validity period of DD/PO/BC/BG No :</u>

	furnished).	
08	Whether the agency has submitted solvency certificate	
09	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)	
10	Whether the Tenderer / agency has submitted the proof of ownership/Arrangement of the equipments to be supplied under this contract as mentioned in eligibility criteria in chapter-II Clause-2.	<u>As per Annex-VI</u>
11	Whether experience certificate is enclosed (Work order of similar job must be enclosed)	
12	Whether the bidder is an employee or any relative is working in BSLC. Please mention the name, designation & department of self or such relative.	
13	Whether the agency has submitted copy of PAN and copy of income tax return for the last three years i.e 2014-15, 2015-16 and 2016-17.And document in support of adequacy of working capital.	
14	Whether the agency has submitted documents regarding financial status of the firm like Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial	

	stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.	
15	Whether the agency has GST registration Number. Copy to be enclosed	
16	Whether the agency has experience of such job as detailed in the tender documents and enclosed the documentary evidence.	
17	P.F code no : Last P.F A/c slip received----- (Proof copy must be attached)	
18	Whether the agency has submitted copy of Valid documents of the machineries like Fitness, Insurance, Permit, Registration etc.	<u>Annex-VII</u>
19	Whether the Bidder has visited the site and got dully acquainted with the following: (i)Specified working area (ii)Extent of work to be done (iii)Labour related local conditions (iv) Other relevant local conditions	

[21] 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/ 17-18/ Job no 04 Date: 19/02/2018** . 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 120 days 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/ 17-18/ Job no 04 Date: 19/02/2018

Sub: Transportation from Mines/ crusher point, stack to Railway siding and loading into wagons (scope of work as per tender).

Composite rate Per Metric Ton of above subject:

In (Figure) Rs

(In word) Rupees.....

Break up: - Loading & unloading rate = ----

Transporting rate =-----

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

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

ANNEXURE-III

UNDERTAKING

To

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

Tender Notice No. BSLC/MINES/TENDER/ 17-18/ Job no 04 Date: 19/02/2018

Sub: LOADING & TRANSPORTATION OF DOLOMITE & LIMESTONE FROM MINES/CRUSHER/STOCK, STACKING AT BSLC RAILWAY SIDING AND LOADING FROM BSLC SIDING AT BIRMITRAPUR INTO RAILWAY WAGONS.

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 BSLC or debarred by BSLC at any time.

I/We enclose herewith the required documents.

Yours faithfully,
Signature of the Tenderer

With Seal

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid.

ANNEXURE-IV

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

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

Ref.

Bank Guarantee No.

Date:

To

**The Bisra Stone Lime Company Limited.
P.O.Birmitrapur, Dist.-Sundargarh (Odisha)
PIN-770033**

Dear Sirs,

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

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

This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to

such required period (not exceeding one year) on receiving instructions from M/s _____ whose behalf this guarantee is issued.

We, _____ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Birmitrapur /Rourkela/ Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this _____20_____.

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION

WITH BANK

DATE.

INTEGRITY PACT

THIS AGREEMENT is entered into between the following Parties:

THE BISRA STONE LIME CO.LTD (BSLC) hereinafter referred to as **“The Principal”**.

and

M/S hereinafter referred to as **“The Tenderer/Contractor”**

PREAMBLE

The Principal intends to award a contract, following its laid down organisational procedures, for ConstructionRs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the principal cooperates with the renowned international Non-Governmental Organisation, “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

IT IS AGREED AS FOLLOWS:

1. Definitions:

a) **“Principal”** means THE BISRA STONE LIME CO.LTD (BSLC) incorporated under the Companies Act, 1956, having their registered Office at AG 104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata - 700091 and includes their successors.

b) **“Tenderer”** means the person, firm or company submitting a tender against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary

companies, agents, consortium and joint venture partners,
sub-contractors and suppliers, heirs, executors, administrators,
representatives, successors.

- c) **“Contractor”** means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.
- d) **“Independent External Monitor”** means a person, hereinafter referred to as IEM, appointed, in accordance with **Clause 8.a** below, to verify compliance with this agreement.
- e) **“Party”** means a signatory to this agreement.

“Contract” means the contract entered into between the Principal and Tenderers/Contractors.

2. Commitments of the Parties:

a. **Commitments of the Principal:** The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles:

i. No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.

ii. The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.

iii. The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

iv. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India/guidelines of Govt. / guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

v. If the Principal obtains information of conduct of a bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

b. Commitments of the Tenderer/Contractor: The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

i. The Tenderer / Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.

ii. The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.

iii. The Tenderer / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv. The Tenderer / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

v. The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

vi. The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. Obligation to Ensure Compliance:

a. Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants, and parent, associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

4. Equal treatment of all bidders/Contractors/sub-contractors:

a. The bidder/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.

b. The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

5. Disqualification from tender process and exclusion from future contracts:

a. If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 2.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the

Tenderer from the tender process or to terminate the Contract if already signed, for such reason.

- b. If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 2.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- c. If the Tenderer / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- d. A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

6. Compensation for Damages:

- a) If the principal has disqualified the Tenderer from the tender process prior to the award according to **clause 5 above**, the **Earnest Money Deposit (EMD)** furnished, if any along with the offer as per the terms of the **Invitation to Tender (ITT)** shall be forfeited. This is apart from the disqualification of the tenderer as may be imposed by the Principal as brought out at Clause 5 above.
- b) If the principal has terminated the Contract according to Clause 5 above, or if the Principal is entitled to terminate the Contract according to Clause 5 above, the EMD/Security Deposit furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the tenderer, as may be imposed by the Principal, as brought out at Clause 5 above.

7. Previous Transgression:

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

8. Independent External Monitor (IEM)

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:
 - i. allow the IEM unrestricted access to all books, records and staff relevant to such tender;
 - ii. ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.
 - i. allow the IEM unrestricted access to all books, records and staff relevant to the contract;

- ii. ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.
- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:
 - i. He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of:
 - 1. All suspected or actual breaches of the provisions of this Agreement
 - 2. Actions taken by the IEM and the parties in relation to such breaches
 - 3. Any reports made by the IEM to criminal authorities, professional associations or other bodies.
 - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.
 - iii. If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.
- f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-compliance.

- g) The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.
- h) Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.
- i) The IEM can only be removed from his appointment, if:
 - 1. all of the Parties agree in writing to remove him, or
 - 2. he resigns; or
 - 3. he is removed from his Office by order of a Court having appropriate jurisdiction.
- j) If the IEM is removed from his appointment, the Principal will appoint another IEM as per **Clause 8.a** above for the remaining duration of this agreement.

9. Breaches of this Agreement:

- a) In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:
 - i. It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.
 - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
 - iii. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home

country of the Organisation or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.

b) In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.

c) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

10. Duration of Agreement:

a) This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.

b) This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderers 6 (six) months after the award of the Contract.

11. Other provisions:

a) The Principal will disqualify from the tender process Tenderer/Tenderers who does/do not sign this pact or violate its provisions.

b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Kolkata.

c) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal.

d) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

e) Addresses along with other relevant details of the Chief Executives of the parties are as given under:

1. Principal Managing Director THE BISRA STONE LIME CO.LTD (BSLC) AG 104,SouravAbasan, Sector II, Salt Lake City, Kolkata-700091(India). Tel: (033) 4016-9201 Fax: (033) 4016-9204	2. Tenderer <Details of Tenderer are to be filled in by Tenderer concerned >

f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.

g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

For the Principal

Place: _____

Date: _____

For the Tenderer / Contractor

Witness 1: _____

Witness 2: _____

ANNEXURE-VIII

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT.

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

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

**To,
The Bisra Stone Lime Company Limited.
P.O.Birmitrapur, Dist.-Sundargarh (Odisha)
PIN-770033**

1. Name and Address of the Bank :
 2. Bank Guarantee No. :
 3. Date of Issue/with effect :
 4. Date of Expiry :
 5. Claim Period :
 6. Limit of Liability :
 7. Ref. Letter of Acceptance :
- and
Date
8. For (Name of work) :

SUBJECT: SECURITY DEPOSIT

In consideration of Bisra Stone Lime Company Limited, A Government Company incorporated under the Companies Act, 1956 having its registered Office at AG-104, Saurav Abasan, Sector-II, Salt Lake City, Kolkata- 700091 (hereinafter called the Company) having agreed to accept the Security Deposit of

Rs.....(Rupees..... (Only).
M/s.....(hereinafter called the Contractor)
under the terms and conditions of the Letter of Acceptance No:
datedfor (Name of the work).....
on a comprehensive basis and as per your Letter of Acceptance
.....dated.....(hereinafter referred to as "the said Contract" which
expression shall in case of execution of any formal agreement between you and
the Contractor shall and include the said agreement) covered under the said

agreement as a Guarantee for the security of EMD of the Contractor in terms of the said tender as also for the due fulfillment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs.....(Rupees..... (Only).

We,.....

(Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs.....(Rupees..... (Only) caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs.....(Rupees..... (Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/defaults on the part of the contractor.

2. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.

3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of Rs.....(Rupees..... (Only) as referred to above and this Guarantee shall not become invalid or in fructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.

4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative Contract period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate.

Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required.

5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein contained will enlarge our liability beyond the limit of Rs.....(Rupees..... (Only) as aforesaid or extended the period of the Guarantee beyond the said day of unless expressly agreed to by us in writing.

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.

9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.

11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.

12. It shall not be necessary for you to proceed against the contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from contractor at any time or when proceedings are taken against us hereunder be outstanding or un-realised.

13. We(mention the name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch (mentioning the name & address of the branch) at Birmitrapur/Rourkela/Kolkata and they shall honour such demand immediately in any case not later than next working day.

14. Issuance of this Bank Guarantee may also be got confirmed from our branch/ office/ higher Authority as per the name & address mentioned below:

.....

DATED THEDAY OF..... TWO THOUSAND

