

**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**

NOTICE INVITING TENDER

NIT NO: BSLC/MINES/16-17/ Job No-08

DATE: 18/02/2017

Sealed Tenders in prescribed format (in three parts) are invited from reputed and experienced agencies for supply of water tanker on hire basis at The Bisra Stone Lime Company Limited (BSLC), Birmitrapur, Dist: Sundergarh, Odisha.

NAME OF THE AGENCY:

ADDRESS OF THE AGENCY:

Money Receipt No. : _____ Dated : _____

Signature of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Document is Rs.1050/- (Rupees one thousand fifty only)]

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

NIT NO: BSLC/MINES/16-17/ Job No 8

DATE: 18/2/17

CHAPTER – I

01. INFORMATION TO BIDDERS:

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for supply of water tanker on hire basis at The Bisra Stone Lime Company Limited (BSLC), Birmitrapur, Dist: Sundergarh, Odisha. The agency will be maintaining and operating the equipment. The details of water tanker required are given below.

SL NO.	ITEM	CAPACITY	Year of Manufacturing of water tanker.	Nos of Water tanker to be hired
01.	Water tanker with the facility to fill the water tank, through a pump and other accessories, fitted with the tanker.	9 KL	Should be on or after 01.04.2012.	01

02. RATE TO BE QUOTED:

(I) Rate to be quoted in the prescribed price bid format Part- II (Annexure –II) for:

a) Water tanker : Hiring rate per month.

(II) The rate so quoted shall be exclusive of cost of HSD which will be provided by the agency and reimbursed as per 01 litre/ 03 k.m running.

(III) Rate to be quoted considering **16 hrs (A & B Shift)** operation per day on monthly hired basis.

03. TENDER DOCUMENT:

Non- Transferable Tender documents can be obtained on payment of Rs 1050/- [Rupees one thousand and fifty only] in cash on any working day on or before 06/03/2017 during Office hours from The Bisra Stone Lime Company Limited, Birmitrapur, Dist: Sundergarh (Odisha)-770 033. Alternatively, the Tender document can also be downloaded from Company's website www.birdgroup.co.in. In such case, the downloaded Tender documents should be submitted along with a Demand Draft of Rs 1050/- (Rupees one thousand and fifty only) in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur towards cost of the same.

04. PRE-BID CONSULTATION:

The bidders are free to join pre bid consultation to be held on 28/02/2017 at 10 AM in the office of the BUSINESS HEAD, B.S.L.CO.LTD, At/Po-Birmitrapur, Dist- Sundargarh, Odisha, for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company's website within 07 days before the opening of the bid.

05. SALIENT FEATURES OF THE BID:

Sl.	Particulars	Detailed of Tender
1.	Tender Notice No.	BSLC/MINES/16-17/Job No 08 Dated :18/02/2017
2.	Name of the Work	Supply of water tanker (9kl) on hire basis
3.	Cost of Bid Document	INR 1,050/- (Indian Rupees One thousand fifty only)
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	INR. 17,500/- (Rupees Seventeen thousand five hundred only) The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 6 months from the date of opening of the technical bid, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to "The Bisra Stone Lime Company Limited" at Birmitrapur. MSME unit are exempted from submission of EMD.
5.	Availability of Tender Documents	Office of the Dy. Manager (Fin), BSLC, Birmitrapur & from www.birdgroup.co.in , & CPP portals.
6	Place & Time of Pre Bid Consultation.	28/02/2017 at 10 A.M. in the office of the Business Head, BSL Co. Ltd, At/Po- Birmitrapur, Dist-Sundargarh, Odisha
7	Date of Issue of Bid Documents	From 20/02/2017 to 06/03/2017.
8	Date of Submission of Bid Documents	06/03/2017 up to 3.30 P.M.
9	Date of Opening of Techno-commercial Bid	06/03/2017 at soon after 3.30 P.M.
10	Date of Opening of Price Bid	To be intimated later on after technical evaluation
11	Period of Contract	02 (Two) years from issue of Letter of Intent (LOI)/Work order/agreement
12	Validity Period of Bid	120 days from the date of opening of Part-I (Technical offer)

Sd/-
BUSINESS HEAD
BSLC LTD

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CHAPTER-II

SPECIAL CONDITIONS

01. SCOPE OF WORK

The details of scope of work of the Water tanker is given below,

- a. Water tanker to be deployed by the tenderer should have capacity of **9 KL**:
- b. The water tanker shall be engaged for water Sprinkling on haul road in the mines & to provide drinking water in the mines, as & when required.
- c. The water tanker shall not run during rainy season i.e. during July to Sept.
- d. The water tanker shall run for two shifts i.e A & B shift in a day.
- e. The tenderer shall make his own arrangement for filling the water tank , through a pump and other accessories, fitted with the tanker.
- f. Minimum 06(six) trips of water shall be supplied by the tanker per day,i.e.03 trips each in A & B shift .
- g. Every trip of water supplied shall be entered in the log book & shall be signed by the Mines Foreman/Supervisor of the respective area and shall also be countersigned by the Dy.Manager (Mines) of that area.
- h. Minimum 12 hrs running of Water tanker will be considered as 01(one) day for the purpose of billing.
- i. The running hrs. of Water tanker & Kms. run shall be entered in the log book & shall be signed by the Mines Foreman/Supervisor of the respective area and shall also be countersigned by the Dy.Manager(Mines) of that area.

Note:

(i) Agency may be asked to increase or decrease the number of equipments as per requirement by serving 30 days advance notice in writing to the agency by the Business Head of BSLC.

02. CONTRACT PERIOD

The Contract Period will be initially for **2(two) years**, which may be extended by another one year as per requirement on satisfactory performance of the contractor on sole discretion of BSLC on same rate, terms & conditions.

03. EARNEST MONEY DEPOSIT

Tender must be accompanied by a DD/PO/BC for an amount of Rs. 17,500/- (Rupees Seventeen thousand five hundred only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmitrapur or a Bank Guarantee for an equivalent amount from any Nationalized bank/Scheduled Commercial Banks in the prescribed format (Format enclosed) favouring The Bisra Stone Lime Company Ltd.

In case of BG, it should be valid for a period of 6 months from the tender opening date i.e 06.3.2017 .The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned. The EMD amount shall not bear any interest. In case any party denies accepting the work order / contract, their EMD shall be forfeited. Tender without EMD shall summarily be rejected.

Note: -

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

(b) EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the 2 years contract period.

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

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

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

i) Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money. No interest will be paid on EMD.

ii) Tender without prescribed earnest money shall be rejected.

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

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

04. SECURITY DEPOSIT (SD):

Recovery of Security Deposit @ 5% shall be made by BSLC from the monthly running bill of the contractor till successful completion of the job. The Security Deposit shall be released/ settled after successful completion of tendered work and on receipt of clearance certificate from concerned Mines Manager and respective departments. However, during the contract period SD may be released on providing Bank Guarantee of the same amount.

The Security Deposit shall be refunded to the contractor after 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 stating that he has cleared and performed his obligation whatever under this contract.

05. ELIGIBILITY CRITERIA:

In order to qualify in the Techno-Commercial Bid, the Bidder must submit the following Documentary evidence:-

- i) Payment towards cost of Tender document i.e. Rs 1050/- .
- ii) Earnest Money Deposit of Rs 17,500/-.
- iii) The Bidder should provide the proof of ownership of the Water tanker.

Note:-The ownership of equipment of partners of the firm or that of the director of a Company will be considered as ownership of firm /Company participating in the tender.

- iv) The year of manufacturing of water tanker should be on or after 01.4.2012
- v) The Bidder should have 3 years of experience of providing water tanker on hire basis to any organisation during last 05 years ending 31.03.2016. The bidder should provide the proof of experience i.e related work order of same type of job and work completion certificate.
- vii) The Bidders must have average financial annual turnover at least Rs 3.00 Lakhs during last 03 years ending 31.03.2016. Copy of Income tax return, Balance Sheet and Profit & Loss A/c towards proof of Annual Turnover should be submitted by the bidder.
- viii) An under taking, in company /firm's letterhead is required regarding that the party has not been debarred/blacklisted by any PSU or BSLC at any point of time enclosed as Annexure –III.
- ix) 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.
- X) The bidder should submit: (a) Registered Partnership deed in case of a partnership firm b) Memorandum of Article and Article of Association in case of a Limited company, c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
- xi) Copy of PAN card is to be submitted by bidder.
- xii) The agency must have service tax registration Number & P.F code Number. Copy of service tax number & P.F code Number are to be enclosed.
- xiii) Equipment(s) to be deployed by the bidder should have proper insurance coverage throughout the contract period.
- xiv) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender may be treated as invalid.
- xv) Start-up MSEs enterprises are given relaxation in Turnover and Prior experience.

06. EVALUATION OF THE BIDS:

The bidders are advised to quote their rates in the format given in Part-II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorised representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course.

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

Note:

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

07. BASIS OF PAYMENT:

- i. Payment will be done as per criteria detailed in this Chapter-II.
- ii. The contractor will submit monthly bill, for monthly job done as certified by Mines Manager or any other nominated officer, by 7th of succeeding month. Then it is forwarded to Business Head for approval. Finance Dept. will arrange the payment within 30days of submission of approved bill and in case of deficiency, 80% of the bill amount will be released within 30 days after deducting any known penalty. The balance 20% of bill value will be paid after adjustment of dues.

iii. The payment will be subject to deduction of any penalty and statutory liability applicable to the contractor.

08. AREAS OF MINING OPERATION:

(i) The location of operation will be in the BSLC Limestone/Dolomite Mines, at Birmitrapur, Dist.: Sundergarh, Odisha where the Water sprinkler will be deployed.

(ii) Deployment of equipment: The contractor has to deploy the equipment within 15 days from the date of issue LOI.

(iii) Operation: The contractor is obliged to deploy, operate and maintain the equipment as per the instructions of Mines Manager or any other officer nominated by the Business Head of BSLC. Contractor will bear the cost of operation and maintenance of the equipment such as POL, Consumables, tools, salary & wages of operators & helpers and they will follow all the laws relating to engagement of skilled and unskilled labour as well as rules applicable for use of the equipment. **The Diesel cost incurred by the agency will be reimbursed by the company as per actual consumption.**

09. NORMS OF PERFORMANCE & MEASUREMENT:

(A) PERFORMANCE: I) Minimum 12 hrs running of the equipment will be considered as 01(one) day for the purpose of billing.

II) Minimum 06(six) trips of water shall be supplied by the tanker per day ,i.e .03 trips each in A & B shift

(B) MEASUREMENT: I) The Contractor shall maintain Log-book towards engagement of the equipment in a bound book/register on daily basis and the same shall be countersigned by the authorized person/engineer concerned of the mine.

II) A Log Book is to be maintained showing the performance along with hour's run & Kms' run of vehicle daily and date of entry and exit of vehicle /Machinery.

III) Every trip of water supplied shall be entered in the log book & shall be signed by the Mines Foreman/Supervisor of the respective area and shall also be countersigned by the Dy.Manager(Mines) of that area.

IV) Cost towards Diesel shall be reimbursed as per actual run of the equipment as per log book duly certified by Mines Manager or any nominated officer by Business Head.

V) For the water tanker Standard consumption of diesel @1litre per3 km running has to be considered for reimbursement.

10. PAYMENT AND SETTLEMENT OF BILLS:

a) Payment will be made at fixed agreed rate on monthly basis.

b) Cost towards Diesel shall be reimbursed as per standard given in chapter 1.

11. Penalty:

i. The contractor is advised to keep the equipment in working conditions and ensure the deployment of equipment as advised by Business Head/Mines manager. The breakdown should be attended urgently for uninterrupted performance.

ii. Breakdown to be attended immediately and if the equipment remains unrepaired /unattended or not replaced with a workable alternative within 24 hours BSLC may make alternative arrangement of equipment at the sole risk and cost of the contractor. The cost will be realized from contractor's outstanding bill besides proportionate deduction from his monthly hire charges.

iii. If the contractor's work is found unsatisfactory, BSLC may get the work done at the sole risk at the cost of the contractor and the cost of such work will be realized from contractor's outstanding bill or security deposit.

iv. Minimum 06(six) trips of water shall be supplied by the tanker per day.

- v. Penalty will be levied on the following basis if the supply falls less than 06(six) trips per day i.e. less than 03 trips each in A & B shift.
- vi. If the supply falls 01 trip in a day the penalty levied will be 1% of monthly hire rate, if the supply falls 02 trips in a day the penalty levied will be 2% of monthly hire rate, if the supply falls 03 trips in a day the penalty levied will be 3% of monthly hire rate & so on.
- vii. Minimum 12 hrs running of Water tanker will be considered as 01(one) day for the purpose of billing.
- viii. If the running hr. falls below 12 hrs. in a day, that day will not be considered as a working day & proportionate deduction/day shall be carried out from the monthly hire rate.
- ix. The running hrs. of Water tanker, Kms. run & the no. of trips supplied shall be entered in the log book & shall be signed by the Mines Foreman/Supervisor of the respective area and shall also be countersigned by the Dy.Manager(Mines) of that area.
- x. The water tanker shall not run during rainy season i.e. during July to Sept.
- xi. The company may recover the penalties, as imposed by the company, from the monthly bills or/and SD of the contractor. The repeated failures in performance as per terms & conditions of the contract may lead to termination of contract by serving 15 days notice to the contractor. Such termination will be at the cost and risk of the contractor.

12. AWARD OF CONTRACT:

- i) The company reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.
- ii) Award of contract shall be made at the absolute discretion of Company. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- iii) Company also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder//bidders.
- iv) Company also reserves the right to award the contract to L2 party at L1 rate if L1 party refuses to sign the agreement or undertake or fails to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group companies.

13. TAX DEDUCTED AT SOURCE:

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

BUSINESS HEAD

**THE BISRA STONE LIME COMPANY LIMITED
(A GOVT OF INDIA ENTERPRISE)
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REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,
KOLKATA-700091**

NIT NO: BSLC/MINES/16-17/Job no 8

DATE: 18/2/17

CHAPTER-III

GENERAL CONDITIONS

01. Definition:

- a. Tenderer/Bidder: Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. Tender: Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. Name of the Tender: Name of the Tender means the work to be performed by the tenderer;
- d. Techno-Commercial Bid: Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid;
- e. Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. Contractor: Contractor means the person or society, firm, company whose tender has been accepted by the 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. Taxes: Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

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

02. TENDER SUBMISSION:

The Tender documents complete in all respect shall be submitted in 3(three) parts i.e. Part-I: Techno Commercial Bid , Part – II: Price Bid and Part-III : Cost of tender documents and EMD. All the three parts sealed in 3 (three) separate envelopes clearly Super scribing “Techno-Commercial Bid” , “Price Bid” & “ Cost of Tender documents and EMD”on the respective envelopes. All the Bids i.e. Techno-Commercial, Price Bid and cost of Tender documents & EMD shall be sealed in a 4th separate envelop with complete tender details super scribing Tender Notice No. & Date, Name & Address of the Bidder. Tenders shall have to be submitted at the Tender Box of the company as mentioned in the following address: THE BUSINESS HEAD. AT: THE BISRA STONE LIME COMPANY,LTD.PO: BIRMITRAPUR. DIST: SUNDARGARH (ODISHA) PIN: 770033.

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

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

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

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

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

03. OPENING OF TENDER:

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

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

04 .Validity:

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

05. ESCALATION/DE-ESCALATION:-

Escalation/de-escalation will be given on account of change in rate of minimum 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. The escalation of minimum wages shall be calculated on annual basis. **Differential amount = Minimum wages as per latest notification – minimum wages at the time of award of the contract x attendance days as per wage sheet.**

5.1. Escalation/de-escalation will be given on account of change in rate of minimum wages as per Govt. notification and number of heads as per wage sheet of agency. Man shifts deployed in each bill shall be declared by the contractor

06. WORKING HOURS:

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

07. OTHER CONDITIONS:

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

ii) Copy of the PAN card to be enclosed.

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

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

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

08. OBLIGATION OF THE CONTRACTOR:

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

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

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

iv. The Contractor shall maintain a Log-Book regarding deployment of equipments, running hours, etc. under instruction of the Mines Manager and submit the daily report to the Mines Manager or nominated officer of the Company.

v. The contractor will maintain the equipments in safe working conditions in compliance to the guidelines issued by the Mines Safety Department and will offer the same for inspection by the Mines Foreman/ Mechanical Engineer of the company as and when required.

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

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

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

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

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

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

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

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

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

xvii. 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.

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

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

9. LEGAL & MISCELLANEOUS OBLIGATION:

i. The Contractor will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works

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

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

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

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

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

vii. With regard to execution of this work, the contractor shall abide by the direction of Mines Manager or any nominated officer of the Company.

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

10. DEVIATION:-

Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any wilful 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.

11. MODIFICATION OF CONTRACT:-

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

12. COUNTER OFFER:

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

13-RISK PURCHASE:

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

14. FORCE MAJEURE CLAUSE:

i. The Contractor shall have no claim whatsoever against the Company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act

of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the Company.

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

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

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

15. EXIT CLAUSE: - Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 90 days.

16. ARBITRATION:-

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, Saurav Abasan, 2nd floor, Sector-III, Salt Lake, Kolkata-700 091 and his decision in the matter will be final and binding on the contractor and the Company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

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

BUSINESS HEAD

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

NIT NO: BSLC/MINES/16-17/Job No 8

DATE: 18/2/17

Sub: supply of Water tanker on hire basis.

SL.No	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX number	
6	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 1050/-(Rupees one thousand fifty) in shape of DD in favour of "The Bisra Stone lime Company Limited" payable at Birmitrapur	
7	Whether the agency has enclosed EMD of Rs 17,500/- (in shape of crossed DD/PO/BC 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 furnished)	
8	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 Limited company, as applicable)	
9	Whether the Tenderer / agency has submitted The proof of ownership & age of the equipments to be supplied under this contract as mentioned in eligibility criteria in chapter-II Clause-5.	
10	Whether experience certificate is enclosed (Work order/completion certificate must be enclosed)	

11	Whether the bidder is an employee or any relative is working in BSLC. Please mention the name, designation & department of self or such relative.	
12	Whether the agency has submitted copy of PAN and copy of income tax return & balance sheet & profit & loss account towards proof of Annual turnovers during the last three years, ending 31/03/2016 (i.e for the years 2013-14 , 2014-15 & 2015-16).	
13	Whether the agency has service tax registration Number. Copy to be enclosed	
14	Whether the agency has got their establishment registered with the appropriate Regional Provident Fund Commissioner and produced a valid document as a proof.	
15	Valid documents of the Equipments, Fitness, Insurance, Permit, Registration etc.	
16	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	

[17] CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide NIT NO: BSLC/MINES/16-17/Job No 8 dated: 18/02/2017 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 90 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

THE BISRA STONE LIME COMPANY LIMITED
PART-II
PRICE BID

NIT NO: BSLC/MINES/16-17/job No-8

DATE: 18/2/17

Sub: Supply of Water tanker on hire basis

SL No.	Nature of Job	Monthly Hire Rate (Rs)
01	Water tanker 9 KL	In Figures: Rs ---- In words :(Rupees-----) per month.

N.B:

- a. Service tax and other taxes if any shall be reimbursed extra at actual at applicable rate.
- b. Diesel @ 1ltr for 03 kms of running shall be reimbursed as per log book record.
- c. Where there is any discrepancy between the rate in figures and words, the rate in words will govern.

SIGNATURE OF THE TENDERER WITH DATE AND SEAL

UNDERTAKING

To
The Business head;
The Bisra Stone Lime Company Limited,
Bimitrapur,
Sundergarh (Orissa)

Ref: NIT NO: BSLC/MINES/16-17/ Job No 08 dated 18/02/2017.

Sub: For supply of Water tanker on hire basis at the Bisra Stone Lime Company Limited (BSLC), Bimitrapur, dist: Sundergarh, Odisha.

Dear Sir,

In response to the tender invited by you, I/We have examined the Special conditions, General conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by BSLC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by BSLC at any time. I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer with Seal

Encl: List of documents

[I] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid.

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

Dear Sirs,

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

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

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

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

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION WITH BANK

FORM OF PERFORMANCE BOND IN LIEU OF SECURITY DEPOSIT

This AGREEMENT is made thisday of,2017 between M/s, a company registered under the Companies Act 1956, having its registered office at (hereinafter called "The Tenderer" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the first part AND The Bisra Stone Lime Company Limited, a company registered under the Companies Act 1956 having its registered office at Administrative Building, Sourav Abasan, 2nd Floor, AG-104, Sector-II, Salt Lake city, Kolkata-700091 called "The Company" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

WHEREAS the Tenderer has interalia agreed with the company to execute the work on the terms and conditions contained in the Contract No..... made between the Company and the Tenderer.

AND WHEREAS the Tenderer has to furnish a sum of Rs..... (Rupees..... only), as Security for the due performance of the said Agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of Rs.....(Rupees..... only) from the Tenderer as security but to accept this Performance Bond for the due performance of the said agreement by the Tenderer on the terms & conditions herein contained.

It is now agreed by and between the parties hereto as follows:

1. In consideration of the company agreeing to waive the payment by the Tenderer, Security Deposit in accordance with the said agreement on the Tenderer furnishing this indemnity, the Tenderer hereby undertakes to indemnify the Company and keep the company indemnified from time to time to the extent of Rs.....(Rupees..... only)being value of Security Deposit in accordance with the said agreement against any loss or damage caused to or suffered by the Company by reason of any breach or breaches on the Tenderer's part of any of the terms & conditions contained in the said agreement and in the event the Tenderer shall make any default or defaults in carrying out any of the works under the said agreement or otherwise in the observance or performance of any of the terms & conditions relating thereto in accordance with the true intent and meaning thereof the Tenderer shall forthwith on demand and without demur pay to the company such sum or sums not exceeding in total the said sum of Rs.....(Rupees only) as may be claimed by the company as losses, damages, costs, charges or expenses by reason of such default or defaults on the Tenderers' part.

2. Notwithstanding anything to the contrary in these presents or in the said agreement the Company's decision as to whether the tenderer has made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Tenderer for the purposes of this indemnity and the Tenderer shall not be entitled to ask the Company to establish its claim or claims under this Indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way be prejudiced by

reason of such demand by the Company and payment by the Tenderer under this indemnity and the claims under the said agreement shall be settled in accordance with the said agreement without prejudice to the Company's rights to demand immediately under this indemnity and the Tenderer's liability to pay the same, but any amount so paid by the Tenderer being taken into consideration the settlement as per the said agreement.

3. This Indemnity shall continue and hold good until it is released by the Company in writing on the Tenderer's application after the expiry of relative guarantee period of the said agreement and after the Tenderer has discharged all his obligations under the said agreement and submitted a No Demand Certificate from the Engineer under the said agreement.

4. The company will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms & conditions of the said agreement and the Tenderer shall not be released from his liability under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Tenderer or any forbearance, act or omission on the Company's part or any indulgence by the Company to the Tenderer or by any variations or modifications of the said agreement or any other act, matter or thing whatsoever on the Company's part.

5. This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company by the Tenderer and this indemnity does not revoke or limit such indemnities or Guarantee. IN WITNESS WHEREOF the parties hereto have executed these presents the day the year first herein above written.

In the presence of

- 1.
- 2.

Signed by
Shri.....
on behalf of the Tenderer.

In the presence of

- 1.
- 2.

Signed by
Shri
(Name and Designation)
For and on behalf of BSLC

