

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

Ref: 42/283

Dated: 22/2/2011

MINES OFFICE: BIRMITRAPUR, PIN-770033.DIST-SUNDARGARH, ORISSA, PIN 770033
REGD. OFFICE: SOURAV ABASAN, AG-104, SECTOR-II, SALLAKE, KOLKATA-700 091

TENDER DOCUMENT

FOR

**HIRING OF 5 NOS DUMPERS OF 10 MT CAPACITY AND 01 NO LOADER
(FRONT END) OF 1.75 CUM CAPACITY FOR B.S.L.Co.Ltd MINES AT
BIRMITRAPUR FOR ONE YEAR.**

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 Rs.2500.00 (Rupees Two thousand five hundred rupees Only)]

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

**MINES OFFICE: BIRMITRAPUR, PIN-770033.DIST-SUNDARGARH,
ORISSA, PIN 770033**
**REGD. OFFICE: SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE,
KOLKATA-700 091**

CHAPTER-I
TENDER NOTICE

Ref: 42/283

Dated: 22/02/.2011

1. Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced and financially sound agencies for **"Hiring of 5 nos dumpers of 10 mt capacity and 01 no loader (front end) of 1.75 cum capacity for B.S.L.Co.Ltd mines at Biritrapur for one year."**

2. General Description of Scope of Work:

Hiring of 5 nos dumpers of 10 MT capacity and 01 no loader (front end) of 1.75 cum capacity with drivers/operators and helpers.

3.Tender: Non-transferable tender documents can be obtained from the office of the Dy. Manager (Finance),B.S.L.CO.LTD, Biritrapur during office hours on any working day as per schedules given below on payment of Rs 2500 (Two thousand five hundred rupees) only per unit which is inclusive of VAT @ 4%.The tender document can also be down loaded from our website www.birdgroup.gov.in and the cost of tender document shall be paid by demand draft of Rs 2500/- drawn in favour of "The B.S.L.Co.Ltd" payable at Biritrapur/Rourkela alongwith the techno commercial bid.

In case of downloaded tender, the bidder has to submit an undertaking on the company's letter head that no amendment have been made in the tender document downloaded from company's website, at the time of submission of the tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

3.1.Tenders in the prescribed format complete in all respects accompanied with earnest money of Rs.80,000/-[Rupees eighty thousand Only] in the form of Bank draft/Pay order drawn on any Nationalised Bank in favour of "THE BISRA STONE LIME CO. LTD." Payable at Biritrapur should reach or dropped in the tender box of the office of the Business Head.

3.2. The successful bidders have to submit irrevocable Bank Guaranty in favour of The Bisra Stone Lime Company Limited for an amount of Rs. 2,00,000(Rupees Two lakhs only) having validity period of one year from the date of issue of LOI at the time of signing of agreement.

3.3 The Tender document shall be submitted in two parts i.e Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-commercial bid and price bid shall be sealed in separate envelopes with complete tender details superscribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope superscribing the Tender No. and date.

4. Techno-commercial bid: The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3:30 P.M on 10/03/2011 in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmitrapur, Sundergarh(Orissa)

5.Price bid: Part -II i.e. Price Bid of the tenderers, whose Techno Commercial bid are found acceptable , shall be opened on a fixed date & time, which will be intimated to the bidders separately after opening and finalisation of technical bids. In this respect, the decision of the company shall be final and binding on the tenderers.

Note : - (Bids received after 3.30 P.M. will be rejected.)

6. Pre-bid consultation:

The tenderers are free to join pre bid consultation to be held on 7/03/2011 at 4.00 p.m in the office of the Business Head for clarifying doubt / 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 BSLC.

7.The company shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission / tender opening shall be given for this reason.

8. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.

9. The validity of the offer shall be for 120 days from the date of opening of the techno-commercial bid.

10. Period of contract will be one year from the date of issue of LOI.

11. Interested Parties are advised to visit with Manager (mines) and Manager (G&E) the site and familiarise themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents.

12. **Bidders** are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - I.

13. The expected date of signing of agreement will be within 3 days from the date of issue of LOI. The tenderer has to start equipments/machine in operation within 7 days from the date of issue of LOI.

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
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MINES OFFICE BIRMITRAPUR, PIN-770033. DIST-SUNDARGARH, ORISSA
REGD. OFFICE : SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE,
KOLKATA-700 091

**TENDER FOR "HIRING OF 5 NOS DUMPERS OF 10 MT CAPACITY AND 01 NO
LOADER (FRONT END) OF 1.75 CUM CAPACITY FOR B.S.L.Co.Ltd MINES AT
BIRMITRAPUR FOR ONE YEAR."**

CHAPTER-II

1. SCOPE OF WORK: It includes the following :

- 1.1. Deployment of 5 no of dumpers on monthly hire basis in our mines at BSLC, Birmitrapur for lifting of ROM boulders and rejects from mines, feeding of boulder to crushers, shifting of material and any other job as directed by Mines manager. The dumpers shall carry at least 10 MT per trip.
- 1.2. Deployment of 01 no front end loader of 1.75 cum capacity on monthly hire basis in our mines at BSLC, Birmitrapur for lifting of ROM boulders and rejects from mines, feeding of boulder to crushers, shifting of material and any other job as directed by Business Head or his authorised representative.
- 1.3. All the Dumpers and loader shall be made available for all the days round the clock duty during the calendar month.
- 1.4. Dumpers and loader shall be allowed 2 days per month for maintenance.
- 1.5. Dumpers and loader shall be provided with sufficient no of drivers/operators and helpers.
- 1.6. HSD will be supplied by the company @ one litre for every 2.5 km of running for dumpers and @ 11 ltrs per hour running of Loader.
- 1.7. No lubricant shall be provided by the company.
- 1.8. Repair and maintenance shall be made by the tenderer at their cost.
- 1.9. The equipment deployed should not be more than three years old.
- 1.10. Agency shall insure the Vehicle have valid RC, Permit etc., under Motor Vehicle Act.
- 1.11. Any theft in the Machine like Battery, Diesel & Starter etc., and BSLC is No way Responsible and Security and Safety of the machine is at the agency's cost.
- 1.12. Safety of the Equipment will be at agency's cost. The agency will have to carry out the job as per the Norm and Rules and Regulations of the Mines.

2 .CONTRACT PERIOD :

The period of contract will be one year from the date of issuing of L.O.I.

3.EARNEST MONEY DEPOSIT:

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.80,000/-[Rupees eighty thousand Only] in shape of Bank draft/Pay order drawn on any Schedule/Nationalised Bank in favour of "The Bisra Stone Lime Company Limited." payable at Birmitrapur/Rourkela. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest.

Note: - Earnest money of the unsuccessful bidder will be refunded after award of the contract.

4.PERFORMANCE GURANTY:

The agency has to submit and irrecoverable Bank Guaranty in favour of The Bisra Stone Lime Company Ltd. For an amount of Rs.2, 00,000/-(Rupees Two lacs only) have validity period of one year from the date of issue of LOI. The Bank Guaranty is to be submitted in the prescribed format at the time of signing of agreement. The BSLC have the absolute right to en-cash the said Bank Guaranty in the event of failure of the agency to discharge their contractual/statuary obligation & liabilities. However this does not absolve the agency from his statuary contractual liabilities or other wise which may be found more than the amount of Bank Guaranty.

5.ELIGIBILITY CONDITION:

In order to qualify in the techno commercial bid of the tenderer must fulfil the following conditions.

5.1. Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit as prescribed of Rs.80,000/- in shape of Bank draft/pay order drawn on any schedule/Nationalised Bank in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela. Name of the remitter shall be mentioned in the DD/PO. Tender without prescribed earnest money shall be rejected. The earnest money of the successful bidder shall be converted into security deposit which bears no interest.

5.2. The bidders are expected to furnish the following along with Techno-Commercial bid:

5.3. Registered Partnership deed in case of a partnership firm.

5.4. Memorandum of Article and Article of Association in case of a Joint stock company,

5.5. Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietorship firm is to be enclosed.

5.6. Copy of the Income Tax PAN and copy of income tax return for any one of the last three years i.e 2007-08, 2008-09 and 2009-10 signed by Chartered accountant is to be enclosed.

5.7. The agency must have service tax registration Number. Copy of service tax number is to be enclosed.

5.8. Agency shall insure the Vehicle have valid RC, Permit etc., under Motor Vehicle Act.

5.9. 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 (Annex – I)

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

(Note: Submission of any forge 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

CHAPTER-III

GENERAL CONDITIONS

1.DEFINITIONS:

- a) **Tenderer/Bidder/Agency** : 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 perform 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 perform 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 format for various activities 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/Consultant**: Contractor means the person or society, firm, company whose tender has been accepted by the BSLC.
- h) **BSLC**: BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office at SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE , Kolkata-700091.
- i) **Competent Authority**: - **Competent** Authority means CMD or any designated officer by the CMD.
- j) **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.
- h) **M.T.** : Means Metric Tonnes

2. EARNEST MONEY:

Earnest money should be deposited in form of bank draft drawn on any nationalised bank/sandal bank in favour of The Bisra Stone Lime Company Limited payable at Birmitrapur/Raurkela.

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

2.2 Tender without prescribed earnest money shall be rejected.

2.3 Earnest money shall be refunded to the unsuccessful bidders after the finalisation of the tender.

3. SECURITY DEPOSIT (SD) & PERFORMANCE GUARANTY:

3.1 Security Deposit: The earnest money of successful bidders shall be converted into security deposit and the security deposit shall not bear any interest. Security deposit will be released on demand and on completion of work and production of clearance certificate. Security deposit shall be recovered @ 5% from the gross monthly bills..

3.2 Performance Guaranty: The successful bidder will obelise to deposit performance guaranty in terms of bank guaranty (in the prescribed format of BSLC) of Rs. 2,00,000/- in favour of BSLC having validity for six months from date of LOI. The BG is to be submitted at the time of signing of agreement.

4. SUBMISSION OF TENDER:

The Tender shall be submitted in parts i.e Part-I i.e Techno-Commercial Bid and Part-II i.e Price Bid in separate covers superscribing for which the tender is submitted, name and address of the tenderer. Both the above covers shall be put in another covers superscribing the job for which the tender is submitted alongwith address of the tenderer.

The Tender shall be submitted to the **Business Head** The Bisra Stone Lime Company Limited, At/P.O- Birmitrapur, Sundargarh (Orissa) on or before 3-00 P.M of **10.03.2011**.

5. OPENING OF TENDER:

5.1. The Technical bid part-I shall be opened on **10.03.2011** At 3.30 P.M in the office of the **Business Head** , The Bisra Stone Lime Company Limited, At/P.O- Birmitrapur, Sundargarh (Orissa) in the presence of the tenderers or their accredited representatives. The date of opening of price bid shall be intimated to the tenderer whose techno-commercial bids found acceptable.

5.2. EVALUATION OF THE BIDS:

(i)The Part-I Techno commercial bid: Parties fulfilling all requisite conditions 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 for loaders and Dumpers separately and the lowest rate quoted for each category shall be considered as L1.

6. PENALTY, WAIVER & TERMINATION:

6.1.The agency is expected to complete the following conditions:-

- a) Execute the agreement with the company within 3 days from the date of issuance of LOI.
- b) Agency should deploy the required equipments for mining operation within 7 days from the date of LOI

6.2. In the event of failure of contractor for fulfillment of conditions as stated in clause 6.1 of chapter III, the contract is liable to be terminated by forfeiting of EMD and debarring the contractor from participation in any future tender / contract of BSLC.

6.3. The minimum working hours for dumpers and loader shall be 10 hrs per day. In case of non-availability for stipulated hours per day, deduction of hire charges shall be made proportionately.

6.4. In case of breakdown of the dumper/loader, non- availability or refusal of the driver to run the equipment alternate arrangement will be made by BSLC and the cost of hire at the rate of Rs 500 per day per dumper & Rs 2000 per day per loader will be recovered from the bills. Payment shall be made only for the days and hours for which the equipment was available. In case of breakdown of any dumper/loader for more than 24 hours the tenderer has to make arrangement for replacement in place of break down dumper/loader.

7. Expectation from the agency:

Agency, along with tender (Techno Commercial bid), shall submit the following authenticated documents.

7.1. Registered Partnership deed in case of a partnership firm.

7.2. Memorandum of Article and Article of Association in case of a Joint stock company.

7.3. Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietor ship firm.

7.4. Copy of the Income Tax PAN and copy of the Income Tax return the last three years i.e. 2007-08, 2008-09 and 2009-10 signed by Chartered Accountant is to be enclosed.

7.5. The agency must have service tax registration number. A copy of service tax number is to be enclosed.

7.6. 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 as per undertaking format attached as per (Annexure - 1)

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

Note: Submission of any forge document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.

8. Award of Contract

8.1. 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.

8.2. Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. In the event of cancellation the tender the bidder 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 without assigning any reason whatsoever.

8.3. BSLC also reserves the right not to accept the lowest offer and to divide the work among more than one party/parties.

9. Signing of Agreement and execution of work.

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 03(three) days from the date of issue of LOI and deploy the equipments within 07(seven) days. In case the tenderer is decline to sign the agreement or to take up the work within stipulated time, in such eventuality BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractor. The agency shall be debarred from future participation in any tender/contract of BSLC. In such eventually, the tenderer have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

10. Obligation of the contractor:

10.1. The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractor's employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate alongwith other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the company reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

10.2. The contractor shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Mines Office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions act,1952. The contractor must has to obtain labour licence from the competent authority if required. The contractor will be solely responsible for their employees and there will not be any Employer-Employee relationship between contractor's worker and BSLC.

10.3. For any materials supplied and /or services rendered by the company which are not expressly specified to be provided free of cost under the terms of contract by the company, full cost of the same (including tax) plus 17.5% of the cost as usual charges towards storage, overheads/supervision, transport etc is to be realised from the contractor's bill or otherwise.

The buyer will be charged the cost of medicines and other medical facilities, if any, given to the workers of the buyer at the company's Hospital/Dispensary by the company within its available medical facilities.

10.4. Safety/ protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the tenderer to all his entitled workers at its own cost. The agency has to make provisions of such equipments for their workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at their own cost. In case the buyer fails to provide safety equipments, the Mines Manager shall procure the safety equipments and supply to the workers of the agency. The cost of procurement plus 17.5% of cost as usual charges of overheads/supervision etc. shall be recovered from agency's dues/bills or otherwise.

11. RESPONSIBILITIES OF THE CONTRACTOR/AGENCY:

11.1 The work order is to be accepted by the tenderer within 3 days of communication of the same.

11.2 The tenderer will commence and complete the work as stipulated in the tender

11.3 The agency shall have to make his own arrangements for travelling, boarding, lodging, fooding etc to the site.

11.4 The liaison with concerned government department required for the purpose should be exclusively done by the contractor/agency.

11.5 All other Expenditure incidental to the above will be borne by the Contractor/agency.

11.6 The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.

11.7 You will comply the direction of Business Head or his authorised representative from time to time.

11.8. The tenderer shall be responsible for any adverse remarks made by the regulatory authority/statutory body and comply the adverse remarks raised by regulatory authority/ statutory body at his cost.

12. SPECIAL CONDITIONS:

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 or may be entertained by BSLC on this 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.

13. BASIS OF PAYMENT & SETTLEMENT OF BILLS:-

13.1. The tenderer will submit monthly bills in the office of DY. Manager (Finance) in triplicate along with the paid wage sheets and paid P.F. challans duly certified by Dy. Manager(P&A),concerned Asst. Manager & Mines Manager. Deductions of security deposit @ 5 % of gross bill value and other deductions as per terms of works order or statutory requirements shall be made. Payment shall be made provisionally as running A/c. bills normally within 30 days from the date of submission of monthly bills.

13.2. Payment will be made at the hire charges fixed per month. Each dumper/loader shall be made available for round the clock duty and for all the days in a month. Offer should be quoted for fixed hire charges in respect of one calendar month. In case the dumpers/loader is not available for part of the month (i.e. not for the full month) the agency shall be paid for the number of days and time for which the vehicle was used at prorated basis.

13.3. The monthly bill will be subject to deduction of the TDS, any other dues levied by the Government, penalties and other deductions, if any as per the contract.

14. TAX DEDUCTED AT SOURCES:

Income Tax and other taxes including surcharge and cess 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.

15. ESCALATION:

The rate quoted shall remain firm and no escalation in any form will be entertained over the entire period of contract.

16. PERFORMANCE GUARANTY:

The agency has to submit and irrecoverable Bank Guaranty in favour of The Bisra Stone Lime Company Ltd. For an amount of Rs. 2, 00,000/- having validity period of 06 months from the date of issue of LOI. The Bank Guaranty is to be submitted in the prescribed format at the time of signing of agreement. The BSLC have the absolute right to en-cash the said Bank Guaranty in the event of failure of the agency to discharge their contractual/statuary obligation & liabilities. However this does not absolve the agency from his statuary contractual liabilities or other wise which may be found more than the amount of Bank Guaranty.

17. OTHER CONDITIONS:

17.1. The Tenderer will immediately report occurrence of all accident during the working hours including particulars of the employees involved and effect payment of compensation as per workmen's compensation Act as amended from time to time within the prescribed time limit.

17.2. All vehicles engaged for this work must be duly registered and fully insured against third party risk and must have fitness certificate, road permit, tax token etc. issued by road transport Authorities, Orissa.

17.3. With regard to the execution of the order the contractor will abide by the direction of the Business Head or his authorized representative of BSLC.

17.4. In the event of the tenderer's failure to fulfill the contract terms for execution of work therein, the company reserves the right to have the contractual obligation carried out by alternatives arrangements and consequential loss suffered where by shall be borne by the tenderer.

17.5. The agency should abide by the provisions of payment of Minimum wages act, Provident Fund, Mines act and other related provisions. The buyer will be responsible to obtain labour license for the employees engaged by him and also be responsible for compliance of P.F act.. Engagement of manpower shall be strictly as per the written consent of the management of the company. The tenderer should comply with all the statutory requirements regarding his employees.

18. SECURITY DEPOSIT-Security deposit shall be recovered @ 5% from the gross monthly bills .The security deposit shall not bear any interest. The earnest money of successful bidders shall be converted into security deposit which shall also not bear any interest. Security deposit will be released on completion of work and production of clearance certificate. Security deposit shall also be adjusted/ paid against any dues arises due to nonpayment of any liability on account of the agency.

19. SERVICE TAX-It shall be reimbursed extra at actual as per applicability

20. EXIT CLAUSE:

Both the parties have right to exit from this contract /agreement by serving notice in writing of at least 90 days. However they will continue to be liable for such acts during the contract period.

21. RISK PURCHASE:

In the event of failure to fulfil 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 tenderer any additional cost involved therein. The EMD & performance guaranty 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.

22. ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be referred to the chairman-cum-Managing Director of the BSLC Ltd. AG – 104, Sector –II, Salt Lake, Calcutta -91 or his authorized representative as sole arbitrator and the decision of the sole arbitrator on the matter in dispute shall 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: i) The Court of Sundargarh & High Court at Cuttack will have the jurisdiction to address of any unsettled dispute.

ii) No claim on arbitration will be entertained in regard to facts which party is supposed to ascertain before participating in the tender

23. MODIFICATION OF CONTRACT:

No modification and alteration of the contract/agreement is allowed during the currency of the contract. However difficulties, if any, experienced while implementing / execution of the contract, the same can be addressed with the approval of the CMD, BSLC.

24. FORCE MAJEURE CLAUSE:

Time being the most important feature of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force major via acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control then provide notice of happenings of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfilment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither part can claim any compensation from the other party because of force majeure events.

25. COUNTER OFFER:

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

Business Head

THE BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR

<p>PART-1- TECHNO COMMERCIAL BID SUB: HIRING OF 5 NOS DUMPERS OF 10 MT CAPACITY AND 01 NO LOADER (FRONT END) OF 1.75 CUM CAPACITY FOR B.S.L.Co.Ltd MINES AT BIRMITRAPUR FOR ONE YEAR.</p>		
TENDER NOTICE NO: 42/283		Dated:22:02:2011
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 2500/-(two thousand five hundred only) in shape of DD in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:
07	Whether the agency has enclosed EMD of Rs 80,000/- in shape of crossed DD in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela.	MR/BC/DD NO: Date: Drawn on: Amount:
08	Status of the bidder [sole proprietorship/Partnership/company-private limited or Public limited]The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	

09	Date of commencement of the job	
10	Whether the ownership proof is attached for the required equipment.	
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 for any one of the last three years i.e 2006-07, 2007-08 and 2008-09.	
13	Whether the agency has service tax registration Number. Copy to be enclosed	
14	Supporting documents regarding financial capabilities. Copy of Balance sheet, P/L account of last three years.	

15. Mention the list of dumpers/loaders and the following particulars:

SL NO	DUMPER NO	MAKE	YEAR OF MFG	CAPACITY	NAME OF OWNER	ROAD TAX VALIDITY	INSURANCE VALIDITY DATE
01							
02							
03							
04							
05							

SL NO	LOADER NO	MAKE	YEAR OF MFG	CAPACITY	NAME OF OWNER	ROAD TAX VALIDITY	INSURANCE VALIDITY DATE
01							

[16]CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide tender notice no Ref No :- 42/283 DATED: 22/02/2011, I/We hence 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

THE B.S.L.CO.LTD,BIRMITRAPUR
PART-II

PRICE BID FOR

HIRING OF 5 NOS DUMPERS OF 10 MT CAPACITY AND 01 NO LOADER
(FRONT END) OF 1.75 CUM CAPACITY FOR B.S.L.Co.Ltd MINES AT
BIRMITRAPUR FOR ONE YEAR.

Ref: NO: 42/283 DATED: 22/02/2011

1) Name of the bidder : _____

2) Composite hiring charge of a dumper per day: Rs _____

In words:

3) Composite rate of hiring of loader per day:-Rs -----

In words:

N.B-The hiring charge shall be inclusive of all taxes and duties. The above charge shall not include cost of HSD.

N.B-i) Service tax shall be paid extra at actual on applicability and eligibility.

ii) Conditional offer shall be liable for rejection.

Signature of the bidder With seal.

(Annexure -I)

UNDERTAKING

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

Sub: HIRING OF 5 NOS DUMPERS OF 10 MT CAPACITY AND 01 NO LOADER (FRONT END) OF 1.75 CUM CAPACITY FOR B.S.L.Co.Ltd MINES AT BIRMITRAPUR FOR ONE YEAR.

Ref: TENDER NOTICE NO: 42/283 DATED: 22.02.2011

Dear Sir,

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

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

I/We also undertake that I/we have not been blacklisted by 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.

