

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

REGD. OFFICE: 2<sup>nd</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091  
PHONE: 033 – 40169224, FAX: 033 – 40169267  
(MINES AT BIRMITRAPUR, DIST-SUNDERGARH, ORISSA, PIN770033.  
PHONE: 2610- 884/270)

Ref: BSLC/BALLAST/2011-2012

Dated: 21.07.2011

**TENDER DOCUMENT**

**FOR**

“PRODUCTION OF MECHANICALLY CRUSHED RAILWAY BALLAST OF 20MM TO 65MM SIZE @ 10,000 CUM PER MONTH BY INSTALLING PORTABLE/MOBILE CRUSHING & SCREENING PLANT(S) ON BOOM BASIS INCLUDING PICKING OF BOULDER FROM REJECT DUMP, LOADING, TRANSPORTING, FEEDING INTO CRUSHER AND TRANSPORTING THE BALLAST AT SPECIFIED BSLC RAILWAY SIDING/BIRMITRAPUR STATION RAILWAY SIDING , MAKING CHATTA IN GEOMETRICAL SHAPE AND LOADING INTO WAGONS AS PER THE REQUIREMENT OF RAILWAYS.”

**Name of the Agency :** \_\_\_\_\_

**Address of the Agency:** \_\_\_\_\_

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**Money Receipt No.**

**Dated :**

**Signature of the Issuing Officer**

**Signature of the Purchaser**

[Price of the Tender Document is Rs.5000.00 (Rupees five thousand only)]

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**CHAPTER-I**

**TENDER NOTICE**

Ref: BSLC/BALLAST/2011-2012

Dated: 21/07/2011

Notice inviting tender for “Production of mechanically crushed railway ballast of 20mm to 65mm size @ 10,000 cum per month by installing portable/mobile crushing & screening plant(s) on BOOM basis including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur railway station siding, stacking in geometrical shape and loading into wagons as per the requirement of railways.”

1. Tender in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced agencies for “Production of mechanically crushed railway ballast of 20 mm to 65 mm size @ 10,000 cum per month by installing Portable/Mobile crushing & screening Plant(s) on BOOM basis, including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur Railway Station siding, Stacking in geometrical shape and loading into wagons as per the requirement of Railways.”

**2. General Description of Scope of Work:**

“Production of mechanically crushed railway ballast of 20mm to 65mm size @ 10,000 cum per month by installing portable/mobile crushing & screening plant(s) on boom basis including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur railway station siding, stacking in geometrical shape and loading into wagons as per the requirement of railways.”

### **3. Tender Submission:-:**

**3.1.** Non-transferable tender documents can be obtained from the office of the Dy. Manager (finance), B.S.L.CO.LTD, Birmiritrapur during office hours on any working day as per schedules given below on payment of Rs 5000/ ( Rupees Five thousand ) only per unit which is inclusive of VAT @ 4%. The tender document can also be downloaded from our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) and the cost of tender document shall be paid by demand draft of Rs 5000/- of any scheduled /Nationalised bank drawn in favour of “The B.S.L.Co.Ltd” payable at Birmiritrapur/Rourkela alongwith the techno commercial bid.

**3.2.** 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.

**3.3.** Tenders in the prescribed format complete in all respects accompanied with initial earnest money of Rs.8,00,000/- [Rupees eight lacks 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 Birmiritrapur should reach or dropped in the tender box of the office of the Business Head.

**3.4.** 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.17.08.2011 in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmiritrapur, Sundergarh(Orissa)- 770033.

Bids received after 3.30 P.M. will be rejected, but bids received after 3 PM but before opening of Tender at 3.30 PM may be considered by the BSLC.

**5 Price Bid:** Part –II i.e. Price Bid of the Agency, 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 Agency.

**6. Pre-bid consultation:**

The Agency are free to join pre bid consultation to be held on 12.08.2011 at 3.00PM 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 initially for one year from the date of issue of LOI which may be extended for a further period of six months on satisfactory performance at the sole discretion of BSLC at the prevailing rate terms & conditions.

11. Interested Parties are advised to visit the mines 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. Interested parties can visit office of the Business Head on any working day before opening of the tender, between 8-12 AM.

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 10 days from the date of issue of LOI. The agency has to start operation within 45 days from the date of issue of LOI. The LOI will be issued after receiving the order from Railway.

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**  
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**CHAPTER-II**

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK:**

- 1.1 Picking rejects boulders from reject dump, loading, Transportation and feeding into crusher. Production of mechanically crushed Railway Ballast (20mm to 65mm size) @ 10,000cum per month by installing a portable/ mobile crushing and screening plant on BOOM (Built, own, operate and maintain) basis.
- 1.2 The quantity may increase or decrease as per Demand of Railway and agency has to produce as per requirement given by the company without any additional cost. The size and specification may change as per the requirement of the Railway and the same can be amended by the agency as and when required.
- 1.3 Transporting the ballast up to specified Stock yard at BSLC siding or at Birmitrapur Railway station yard as per requirement.
- 1.4 Stacking in geometrical shape as per Railways specification for the measurement.
- 1.5 Label marking of wagon before loading, Loading into wagons, proper levelling, track cleaning, etc.
- 1.6 Penalty and punitive imposed by the Railway such as Siding DC, punitive over loading, adjustment DC, Under load freight etc shall be borne by the tenderer.
- 1.7 Spillage clearing/non salable waste cleaning from the crusher and dumping of the same at earmarked places within a radius of 2 km as directed by Business Head.
- 1.8 Under size materials other than ballast shall be stacked separately at a specified area within a radius of 2 km.
- 1.9 In case of penalty imposed by railway on account of non compliance of size and quality that will be borne by the tenderer.
- 1.10. Sample testing of ballast as per the frequency fixed by the railway will be done by the agency at his own cost.
- 1.11. Agency will do all liaising with the Railway administration towards quality testing, measurement, despatch of ballast by wagons, approval

of quality, submission and collection of the bills on our behalf from the Railway.

- 1.12. The required machineries, man power, equipment, tools and tackles etc shall be deployed and maintained by the Agency.
- 1.13. The agency shall make own arrangement for dust suppression at the crusher site, mines & haul roads.
- 1.14. The agency shall make his own security arrangement for safety and security of machineries, equipment and personnel deployed by him.
- 1.15. The agency has to make arrangement for obtaining pollution clearance for operating crushing plant from SPCB and any other Agency as per law if required.
- 1.16. All operations will be done within 6 AM to 10 PM in all working days.

## **2. SPECIFICATIONS OF RAILWAY BALLAST:**

The tenderer has to produce the Railway ballast of following specification:

- 2.1 **Basic Quality:** Ballast should be hard, durable and free from weathered portion of parent stone.
- 2.2 **Mode of manufacture:** Machine crushed.
- 2.3 **Shape:** Ballast should be cubical in shape as far as possible and should not be flaky.
- 2.4 **Physical properties:**  
Ballast sample should satisfy the following physical properties in accordance with IS: 2386 PART –III & IV- 1963.

Property	value
a. Aggregate Abrasion value	: 30% Max
b. Aggregate Impact Value	: 20% Max
c. Water Absorption	: 1% Max

- 2.5 **Size and Gradation:** Ballast should satisfy the following size and gradation:
  - a. Retained on 65 mm Sq. mesh sieve : 5% maximum.
  - b. Retained on 40mm Sq. mesh sieve : 40% -60%
  - c. Retained on 20mm Sq. mesh sieve : not less than 98%

2.6 Allowance, deductions and rejection for over size and under size ballast by the Railway:

- a. In case ballast retained on 65mm sieve exceeds 5% but does not exceed 10% payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected.
- b. 5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60%(excluding) and 65%(including)
- c. 10% reduction in contracted rates if retention on 40mm square mesh sieve is between 65 % (excluding) and 70% including.
- d. In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.
- e. The ballast shall be treated as undersize and shall be rejected if retention on 40mm square mesh sieve is less than 40% and retention on 20mm square mesh sieve is less than 98%.

### **3. CONTRACT PERIOD:**

Contract will be for three years only from the date of issuing of L.O.I which may be extended for a further period of max. two years on satisfactory performance on the sole discretion of BSLC at the prevailing rate, terms & conditions.

### **4. DEPLOYMENT OF EQUIPMENTS:**

The list of likely equipment required for executing the entire job as per the quantities mentioned in scope of work are as under:-

Sl.No	Machines	Minimum Numbers	Minimum Capacity
a)	Portable /mobile Crushing & screening plant(s)	01	120 TPH
b)	Excavator/ Pay loader	02	0.9 Cum
d)	Dumper/ Tippers	06/03	10/20 Tones
e)	Water sprinkler	01	6000 ltrs

The contractor is expected to deploy/commission the above equipment within 45 days from the date of issuance of LOI and commence the work failing which the contractor will be penalized as stipulated in para-6 Chapter-III under penalty clause. Tippers / Dumpers / HEMM engaged for the work must have valid registration as per Motor Vehicles Act and the operators must possess valid license. Age of the machine/crusher/structures should not be more than 3 years old as per RC/Purchase document where RC is not applicable. The contractor is required to deploy any other equipment found necessary during execution of work.

All equipments deployed for the work must be fully insured against third party risk and must have fitness certificate, road permit, tax token, etc. Issued by the road transport authorities of concerned state and forest permission from the competent authorities of concerned state and forest permission from the competent authority of the forest department.

The company shall have no responsibility for any loss or damage caused to the equipments by destruction or otherwise for any reason whatsoever. The contractor shall take full responsibility in all such cases.

**4.1.** If the production of the contractor is not at desirable level, BSLC may deploy the Machines by outsource at the risk & cost of the Agency.

**4.2.** The Number of equipment can be increased or decreased as per requirement of work by giving 15 day's notice to the contractor by the Business Head.

#### **5. EARNEST MONEY DEPOSIT:**

Each Agency must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.8,00,000/-[Rupees eight lacks 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. Earnest money of the unsuccessful bidder will be refunded after award of the contract.

#### **6. PERFORMANCE GURANTY:**

The agency has to submit an irrecoverable Bank Guaranty in favour of The Bisra Stone Lime Company Ltd. for an amount of Rs. 20 lacks having validity period of 3 years from the date of issue of LOI. The Bank Guaranty is to be submitted in the prescribed format at the time of signing of an 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.

#### **7. ELIGIBILITY CONDITION:**

In order to qualify in the techno commercial bid of the tender, the Agency must fulfill the following conditions:-.

The agency should have experience in the crushing and sizing of minerals Minimum 60,000 cubic metres (cum) per annum during last three years i.e. F/Year ending 2008-09 , 2009-10 & 2010-2011

i> A Copy of work order, job completion/experience certificate and TDS certificate issued by the employer for the relevant job and relevant period.

Or

ii> In case, the tenderer himself is a mines owner, he should submit attested copy of the lease deed and attested copies of royalty challans for the quantity produced and despatched for the quantity and period.

Annual Turnover of the Agency should not be less than 2 Cores per annum in last three financial year i.e. F/Year ending 2008-09 , 2009-10 & 2010-2011. (Audited profit & loss account and balance sheet to be submitted in support of the same.)

7.1. The bidders must own the following minimum equipments, and they are required to submit proof of ownership in the name of the Firm/company/consortium of the following equipments along with the Techno commercial bid.

Sl.No	Machines	Minimum Numbers	Minimum Capacity
a)	Crushing & screening plant(s)	01	120 TPH
b)	Excavator/ Pay loader	01	0.9 cu m
d)	Dumper/ Tippers	04	10 Tones
e)	Water sprinkler	01	6000Ltr

7.2 The owner ship of equipment of partners of the firm or that of Director of a company will be considered as ownership of equipment of firm /company or consortium participating in the tender.

7.3 In case of down loading of tender document, the cost of tender paper of Rs 5000/- (Rupees five thousand only) including VAT @ 4% in shape of DD drawn in favour of "The Bisra Stone Lime company Limited" payable at Birmitrapur/Rourkela must be enclosed, failing which tender may be rejected.

7.4 Each Tender must be accompanied with the non interest bearing pre-bid Earnest Money Deposit of Rs.8,00,000 (Rupees eight lacks 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.

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

7.5.1. Registered Partnership deed in case of a partnership firm

7.5.2. Memorandum of Article and Article of Association in case of a Joint stock

company,

- 7.5.3. Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietor ship firm .
- 7.5.4. Copy of the Income Tax PAN and copy of income tax return the last three years i.e. 2008-09 and 2009-10 & 2010-2011 signed by Chartered accountant is to be enclosed.
- 7.5.5. The Agency must have PF code number.
- 7.5.6. The Agency must have service tax registration Number. A copy of service tax number is to be enclosed.
- 7.5.7. An under taking, in company /firm's letter head is required regarding that the party has not been debarred/blacklisted by any PSU and BSLC at any point of time.
- 7.5.8. 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)
- 7.5.9. 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 Agency if awarded.)

**Business Head**

**THE BISRA STONE LIME COMPANY LIMITED**  
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**CHAPTER-III**

**GENERAL CONDITIONS**

**1. 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 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:** 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 AG-104, Sector-II, Salt Lake City, Kolkata-91.
- 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.

k) **Cum** : Cum means cubic metre

## **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.

3.2 Performance Guaranty: The successful bidder has to deposit performance guaranty in terms of Bank Guaranty (in the prescribed format of BSLC) of Rs. 20 lakh in favour of BSLC having validity for three years 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 super scribing for which the tender is submitted, name and address of the tenderer. Both the above covers shall be put in another covers super scribing the job for which the tender is submitted along with 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 dd.mm.2011. Bids received after 3.30 PM will be rejected, how ever bids received between 3 PM & 3.30 PM before opening of tender may be accepted by the company.

## **5. OPENING OF TENDER:**

5.1 The Technical bid part-I shall be opened on dd.mm.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 Agency or their accredited representatives. The date of opening of price bid shall be intimated to the Agency whose techno-commercial bids are found acceptable.

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

**6.1. 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.

**6.2.** The Price Bid of Technically qualified bidders shall be evaluated in the light of aggregate rate quoted by the bidder, and the lowest rate will be the L-1.

## **7. PENALTY:**

7.1. If the contractor fails to meet the monthly target of 10000 MT for 20-65 mm size product, a penalty @ 15% of contract rate shall be levied on per tonne basis for the shortfall quantity in targeted quantity. Penalty will be imposed on quarterly production basis.

7.2. In case of non dispatch of finished product, no penalty shall be imposed if the agency has achieved the targeted production fixed for the month. In case of any change in target, the same shall be communicated by the Business head/ Incharge to the agency in writing before the commencement of the month. The above certification shall be given by Asst.Manager (Survey) and Manager (Mines).

7.3. If agency fails to produce required quantity despite imposition of Penalty Company may terminate the contract at the risk and cost of agency. Company also reserves the right to carry out the job through some other agency at the risk & cost of the agency.

7.4. BSLC Business Head, by notice in writing, may reduce monthly target, if there is a fall in market demand. In such case no penalty will be imposed for short fall in monthly production.

7.5. 2% plus or minus tolerance in size may be allowed if the same is accepted by the Railway. If Ballast is not produced as per clause 2.1 to 2.6 of chapter-II and the same is rejected by the Railway, only notional payment @ rate of Rs.1 per Cum of ballast will be paid to Agency and the agency has to lift the entire rejected material as is where is basis on payment to the company separately at the Railway supply rate of ballast.

## **8. Expectation from the Agency:**

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

8.1. Registered Partnership deed in case of a partnership firm

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

- 8.3. Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietor ship firm.
- 8.4 Copy of the Income Tax PAN and copy of income tax return the last three years i.e. 2008-09 and 2009-10 and 2010-2011 signed by Chartered Accountant is to be enclosed.
- 8.5 The agency must have PF code number.
- 8.6 The agency must have service tax registration Number. A copy of service tax number is to be enclosed.
- 8.7 An under taking, in company /firm's letter head is required regarding that the party has not been debarred/blacklisted by any PSU and BSLC at any point of time.
- 8.8 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)
- 8.9 The agency before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.
- 8.10.** 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.)

## **9. Award of Contract**

**9.1.** The company reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

**9.2.** 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. 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 without assigning any reason whatsoever.

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

## **10. Signing of Agreement and execution of work.**

**10.1** The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days from the date of submission of LOI and start the operation within 45 days from the date of

issuance of LOI. The LOI will be issued after receiving the order from Railway.

**10.2.** In case the Agency declines to sign the agreement or to take up the work within stipulated time, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractors 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.

**10.3.** The EMD will be forfeited if contractor will not sign the contract and start the work as per stipulated time as mentioned in clause no:10.1.

**10.4.** In case of clause no.10.2 and 10.3 the Company reserves the right to inter into an agreement with L-2 agency on same L-1 rate, terms and conditions.

## **11. Obligation of the Agency:**

**11.1.** The Agency shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the scope 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.

**11.2.** The Agency 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 will also follow all rules & regulation related to engaged labour and be liable for their violations if any.

**11.3.** Agency has to obtain clearance from the State pollution control board at their risk and cost. They have to take measures for suppressing dust pollution and other pollutions to comply statutory provisions and to avoid local residents' complains/problem.

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

**11.5.** Safety/ protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the buyer 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.

**11.6.** The Agency has to do the mining as per approved mining plan supplied by the Company and as per the direction of Mines Manager failing which he will be punished and contract may be terminated at his risk & cost.

11.7. The Agency is expected to abide by mining plan during mining of ores and development of mines. If the Agency violets the mining plan/DGMS guide lines he/they are obelised to correct the violation at its own cost failing which BSLC may get it done at the cost of the agency. In case mining operation is suspended due to such violation, the Agency shall be liable to pay penalty at the rate of Rs 50,000per day up to 15 days and if suspension continue beyond 15 days the contract may be cancelled and he will stand debarred for participation in all future tenders of BSLC and other Companies of Bird Group for five years. At the time of completion of contract a certificate from mines manager is required whether the contractor has carried out the job as per statute and fulfil all legal obligation or not.

## **12. RESPONSIBILITIES OF THE AGENCY:**

12.1 The Agency shall have to make his own arrangements for travelling, boarding, lodging etc. of his own, his employees and labourer at the site.

12.2 All other Expenditure incidental to the above will be borne by the Agency.

12.3 The Agency can not sublet the job either in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.

12.4 The Agency will comply the direction of Business Head or his authorised representative from time to time.

12.5 The Agency shall be responsible for any adverse remarks made by the regulatory authority/statutory body and comply the instructions given by the regulatory authority/ statutory body at his cost.

**13.** The Agency 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 Agency 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 from the Agency 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.

**14. BASIS OF PAYMENT & SETELEMMENT OF BILL:**

**14.1.** The agency will be entitled 50% of the amount of Ballast despatched to the Railway as per scope of work of chapter II. Balance 50% will be paid after receiving the payment from the Railways of the said material.

**14.2.** The bill will be subject to deduction of the TDS, any other dues levied by the Government. Penalties /other deductions, if any, as per the contract.

**14.3.** The agency is expected to submit the duly verified bills from the Business Head/authorized officer to Finance Officer as per clause no-14.1.

**14.4.** Materials not confirming with stipulated specifications shall be liable for rejection/ acceptance with penalty as stipulated in clause 7 of chapter III. Any extra royalty payment, if made, on the basis of analysis of the materials at the receiving point would be deducted from Agency's bill.

**14.5.** The bills in triplicate mentioning agreement no. shall be prepared on the basis of quantity and quality as certified by the Railway and submitted to the Business Head and same shall be forwarded to finance department for payment.

**14.6.** The amount of penalty imposed by the Railway shall be also recovered from the Agency bills wherever the supply's specification is not maintained including other penalties as stated in Clause:7 chapter III.

**14.7.** In case of any supply treated as rejected by the Railway, notional payment shall be made to the agency against such supplies.

**14.8.** However if the Railway agrees to settle the company's bill against such supplies at a later stage with some penalty, agency's bills shall be settled by BSLC with a penalty as per the rate imposed by the buyers.

## **15. 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.

## **16. ESCALATION:**

No escalation in any form will be entertained during the tenure of contract.

## **17. 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. 20 lakhs having validity period of 3 years 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.

## **18. OTHER CONDITIONS:**

**18.1.** The Agency 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.

**18.2.** All vehicles/ machineries 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.

**18.3.** With regard to the execution of the order, the Agency will abide by the direction of the Business Head or his authorized representative of BSLC.

**18.4.** In the event of the Agency'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 born by the Agency.

**18.5.** The Agency should abide by the provisions of payment of Minimum wages act, Provident Fund, Mines act and other related provisions. The

Agency will be responsible to obtain labor 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 Agency should comply with all the statutory requirements regarding his employees.

**19. SECURITY DEPOSIT:**

Security deposit shall be recovered @ 10% from every bills .The security deposit shall not bear any interest. The earnest money of successful bidders shall be converted into security deposit. Security deposit will be released on successful completion of work and production of no dues certificate to be issued by concerned officer designated by Business Head.

**20. SERVICE TAX-**It shall be reimbursed to the Agency extra at actual as per applicable rate.

**21. EXIT CLAUSE:**

The company has right to exit from this contract /agreement by serving notice in writing of at least 45 days.

**22. 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 an alternative arrangement and the company shall recover from the contractor any 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 as approved by the management, besides, the Agency may be debarred for 5 years for participating in all tenders of Bird Group of Companies.

**23. 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. Sourav Abasan, AG – 104, 2<sup>nd</sup> floor, Sector –II, Salt Lake, Calcutta 700091 or his authorized representative including

Company employees as sole arbitrator and the decision of the sole arbitrator on the matter of 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 any unsettled dispute.

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

#### **24. 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 Competent authority of the company.

#### **25. FORCE MAJEURE CLAUSE:**

If either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. 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 of the parties, provide notice of happenings of any such eventuality is given by the affected party to the other party within 7 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 party can claim any compensation from the other party because of force majeure events.

**26. COUNTER OFFER:**

Any offer of the bidder 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**  
[A GOVERNMENT OF INDIA ENTERPRISE]

**REGD. OFFICE: 2<sup>nd</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091**  
**PHONE: 033 – 40169224, FAX: 033 – 40169267**  
**(MINES AT BIRMITRAPUR, DIST-SUNDERGARH, ORISSA, PIN770033.**  
**PHONE: 2610- 884/270)**

**PART-1- TECHNO COMMERCIAL BID**

SUB: “Production of mechanically crushed railway ballast of 20mm to 65mm size @ 10,000 cum per month by installing portable/mobile crushing & screening plant(s) on boom basis including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur railway station siding, making chatta in geometrical shape and loading into wagons as per the requirement of railways.”

**TENDER NOTICE NO:**

<b>SL NO</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 5000/- (Rupees five thousand) only in shape of DD of any schedule 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 8,00,000/- (Rupees eight lakhs) in shape of crossed DD of any schedule/ nationalised bank 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	Proposed Date of commencement of the job	
10	Propose Date of starting production from the crusher.	
11	Capacity of the crushing & screening unit should be mentioned (Details of plant & machineries along with the layout drawing, flow sheet & capacity of motors & rotors must be enclosed)	
12	Whether experience certificate is enclosed (Work order must be enclosed)	
13	Whether bidder is an employee or a relative of any employee in BSLC. Please mention the name, designation & department of self or such relative.	
14	Whether the agency has submitted copy of PAN and copy of income tax return for the last three years i.e 2008-09, 2009-10 and 2010-2011.	
15	Whether the agency has service tax registration Number. Copy to be enclosed	
16	Whether the agency has got experience in crushing of Reject stone/granite /Lime Stone/ Dolomite stone to make Railway ballast/road metal/building chips/materials. Document in support of their credential to be enclosed.	
17	Whether the agency has submitted the Supporting documents regarding financial capabilities as mentioned in clause 7 (Eligibility Condition) of chapter -II.	

[18]CERTIFICATES TO BE GIVEN BY THE AGENCY

In response to the tender invited by you vide tender notice no Ref No :- BSLC/BALLAST/2011-2012 Dated: 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. 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 AGENCY  
WITH SEAL**

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

REGD. OFFICE: 2<sup>nd</sup> FLOOR, AG-104, SECTOR-II, SALT LAKE CITY, KOLKATA-700 091  
PHONE: 033 – 40169224, FAX: 033 – 40169267  
(MINES AT BIRMITRAPUR, DIST-SUNDERGARH, ORISSA, PIN770033.  
PHONE: 2610- 884/270)

**PART-II PRICE BID FOR**

**Ref:** Tender Notice: BSLC/BALLAST/2011-2012 Dated: dd/mm/2011

“Production of mechanically crushed railway ballast of 20mm to 65mm size @ 10,000 cum per month by installing portable/mobile crushing & screening plant(s) on boom basis including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur railway station siding, staking materials in geometrical shape and loading into wagons as per the requirement of railways.”

Rs \_\_\_\_\_

In words (Rs \_\_\_\_\_)

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

Name & Signature of the bidder with seal

(Annexure –I)

**UNDERTAKING**

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

**Ref:** Tender Notice No: BSLC/BALLAST/2011-2012 Dated:dd/mm/2011

Sub: “Production of mechanically crushed railway ballast of 20mm to 65mm size @ 10,000 cum per month by installing portable/mobile crushing & screening plant(s) on boom basis including picking of boulder from reject dump, loading, transporting, feeding into crusher and transporting the ballast at specified BSLC railway siding/Birmitrapur railway station siding, stacking in geometrical shape and loading into wagons as per the requirement of railways.”

Dear Sir,

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

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

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

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Agency with Seal

Encl: List of documents  
[i] Part-I Techno commercial Bid  
[ii] Part-II Price Bid.