

THE BISRA STONE LIME COMPANY LIMITED

(A GOVT. OF INDIA ENTERPRISE)

**TENDER DOCUMENT FOR HIRING OF DUMPER FOR BSLC
MINES, BIRMITRAPUR
JOB NO-2**

Money Receipt No: _____

Dated: _____

Name of the Tenderer :

Address of the Tenderer :

Signature of the Issuing Officer Signature of the Purchaser

[Price of the Tender Documents Rs.520.00 (Rupees Five
Hundred twenty only)]

THE BISRA STONE LIME CO.LTD
(A GOVT. OF INDIA ENTERPRISE)

Ref. No.

Date:

Regd. Office
AG-104, Sourav Abasan
Sector II, Salt Lake City
Kolkata – 700091

Mines Office
BSL Co. Ltd, Birmitrapur
P.O. - Birmitrapur
Pin-770033

CHAPTER-I

TENDER NOTICE DETAILS

1.Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced and financially sound agencies having their own resources for engagement of 05 Nos of dumpers (10 M.T capacity) along with drivers and helpers on monthly hire basis for use in our mines at Birmitrapur.

2.General Description of Job:

05 Nos of Hiring of Dumpers of 10 M.T capacity at our Mines

3.TENDER SUBMISSION

3.1.Non-transferable separate tender documents for each job 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 520 (Five hundred twenty rupees) only per unit or can be down loaded from our website www.birdgroup.gov.in. In case of down loading the cost of tender document is to be deposited by demand draft drawn in favor of 'The BSL Co. Ltd.' payable at Biritrapur/Rourkela.

3.2. Tender in prescribed format complete in all respects accompanied with the earnest money deposit of Rs 2,00,000 (Two lakh only) per unit in the form of Bank draft/Pay order from any Nationalized bank in favor of "THE BISRA STONE LIME CO. LTD." Payable at Biritrapur should reach the office of the Business Head, Biritrapur on or before the scheduled date and time given below.

3.3. The B.S.L.CO.LTD shall not be liable for any delay in submission of the tender documents due to postal delay or any other reasons and no extension to the date of tender submission/tender opening shall be given for any reason.

3.4. The tender document shall be submitted in two parts i.e. part – I Qualifying/Techno Commercial bid and part – II Price bid in separate sealed envelopes superscribing the respective words in both the envelopes. Both the envelopes should be kept in another envelope super scribing tender notice no, date and job no. The EMD should be submitted along with the techno commercial bid. The techno commercial bid not accompanied with the requisite EMD is liable to be rejected. The EMD will not carry any interest.

3.5. The part – I techno commercial bid shall be opened in the presence of the tenderer or their authorized representatives in the conference hall of company's office at Birmitrapur on the scheduled date and time. The date of opening of part – II price bid shall be intimated separately to the tenderer whose qualifying/ techno commercial bid would be found acceptable.

3.6. The above description of the jobs is only indicative and full details will be given in our tender documents. Interested parties are advised to visit the site and familiarize themselves with the site and local conditions.

3.7. The B.S.L.CO.LTD reserves the right not to accept the lowest offer. The B.S.L CO. LTD reserves the right to cancel any part or in full of the tender without assigning any reasons

whatsoever and in such an event no claim of any nature shall be entertained.

3.8. The dumper should not be older than 2005 models as on date of opening of the techno commercial bid. The tenderer must be the owner of the dumpers.

3.9. The tenderer must produce documentary evidence regarding ownership, Registration certificate, up to date payment of road tax, insurance, fitness certificate, road permit, valid license of drivers etc.

3.10. The details of scheduled dates are as given below

(a) Date of sale of tender paper: From 15.07.2011 to 23.07.2011

(b) Last date and time of receipt of tender paper: 3.00 P.M of 25.07.2011

(c) Date and time of opening of Techno commercial bid of tender paper: 3.30 P.M on 25.07.2011

(d) Date of opening of Price bid of tender document: Intimated later on.

Business Head

CHAPTER-II

1.SCOPE OF WORK–The scope of work includes the following :

- a) Deployment of 05 Nos of dumpers on monthly hire basis in our mines at BSLC, Birmitrapur for lifting of ROM boulders and rejects from mines, feeding of boulders to crushers, shifting of materials and any other job as directed by Mines Manager. The dumpers shall carry 10 Mt per trip.
- b) All The dumper should not be older than 2005 models as on date of opening of the techno commercial bid. The tenderer must be the owner of the dumpers.
- c) All the dumpers shall be made available for all the days during the calendar month and round the clock duty in a month.
- d) Each dumper shall be allowed for two days per month for maintenance.
- e) Dumpers shall be provided with sufficient Nos of drivers and helpers.
- f) HSD shall be supplied by the company @ 1 (one) liter for every 2.5 km of running.
- g) No lubricant shall be provided by the company.
- h) Repair and maintenance shall be made by the tenderer at their own cost.

2. CONTRACT PERIOD:

The period of work shall be initially for 36[Thirty six] months which may be extended for further period on satisfactory performance and at the sole discretion of the company (BSLC). The entire job has to be commenced within 7 days of awarding the work order.

3.EARNEST MONEY DEPOSIT:

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs 2,00,000(Rupees Two lakhs 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 .

4. ELIGIBILITY CONDITION:

In order to qualify in the techno commercial bid of the tender, the agency must produce the following documentary evidence with the techno-commercial bid.

a)In case of down loading, the cost of tender paper of Rs 520/- (Five hundred twenty) including VAT @ 4% in shape of DD

drawn in favour of "The Bisra Stone Lime company Limited" payable at Birmitrapur/Rourkela is to be enclosed.

b) The EMD of Rs 2,00,000/- in shape of crossed Demand Draft drawn in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela to be enclosed.

c) Trucks are in good condition not older than 2005 model.

d) Ownership certificates of all Dumpers to be enclosed.

e) Valid Registration certificate, up to date Road Tax, Insurance and fitness clearance certificate must be required.

f) Registered Partnership deed in case of a partnership firm, Memorandum of Article and Article of Association in case of a Joint stock company, Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.

g) Copy of the 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.

h) The agency must have PF registration Number.

i) 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.

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

k) The agency before submission must sign each page of the

tender schedule/tender document, Otherwise the tender will be treated as invalid.

(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 agency if awarded.)

m) The agency must submit the name of Driver, helper etc & their valid driving license.

5.TOOLS & IMPLEMENTS:

No tools and implements for the work shall be supplied by BSLC. For any materials supplied by BSLC, full cost of the same (Including tax) plus 17.5% of the cost as usual charges towards storage, supervision and transport etc. shall be realised from the agencies.

Business Head

CHAPTER-III

GENERAL CONDITIONS

1. DEFINATIONS:

Agencies/Bidder/tenderer: Tenderer/Bidder/agency means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.

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.

Name of the Tender: Name of the Tender means the work to be performed by the tenderer

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

Scheduled Rate: Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.

Price Bid: Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.

Contractor/Consultant/agency: means the person or society, firm, company whose tender has been accepted by the BSLC.

BSLC: BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office at AG-104, Saurav Abasan Sector-II, Salt lake city, Kolkata-700091.

Employer: Employer means BSLC

Competent Authority: - **Competent** Authority means CMD or any designated officer by the CMD.

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.

2. EARNEST MONEY:

2.1. 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.

2.2. Tender without prescribed earnest money shall be rejected.

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

3. SECURITY DEPOSIT (SD): The earnest money deposit of successful bidder shall be converted into security deposit. The security deposit shall recover from the bills of the agencies @ 5% on the running bills of the Tender. The EMD which will be converted into security deposit and deduction of security deposit from running bills shall not bear any interest.. Security deposit will be released on demand and on completion of work and production of clearance certificate from Mines Manager.

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 agency. 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 agency.

The Tender shall be submitted to the **Business Head** the Bisra Stone Lime Company Limited, at/P.O- Bimitrapur, Sundargarh (Orissa) on or before 3-00 P.M of 25-07-2011.

5. OPENING OF TENDER:

The Technical bid part-I shall be opened on 25-07-2011 at 3.30 P.M in the office of the **Business Head** , The Bisra Stone Lime Company Limited, At/P.O- Bimitrapur, Sundargarh (Orissa) in the presence of the agencies or their accredited representatives. The date of opening of price bid shall be intimated to the agency whose techno-commercial bids found acceptable.

6. TERMINATION:

If the agency has not commenced the work from the date as mentioned in the agreement/work order the security deposit for the work shall be forfeited.

7. Expectation from the agency:

The following documentary evidence duly attested by a gazetted officer/Notary must be produced alongwith the tender documents:

- a) Ownership certificate at least one truck must be enclosed.
- b) Valid Registration certificate, up to date Road Tax, Insurance and fitness clearance certificate must be required.
- c) Experience certificate
- d) Registered Partnership deed in case of a partnership firm, Memorandum of Article and Article of Association in case of a Joint stock company, Proprietorship certificate in case of proprietorship firm.
- e) 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

It has to be certified by a chartered accountant.

- f) PF registration number.
- g) Labour license.

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

8.1. 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 agency 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.

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

8.3. BSLC shall not be liable for any delay in receipt of the tender document by the agencies due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

9. Signing of Agreement and execution of work.

9.1 The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 5 days and start the work **within 10 days from the date of issuance** of LOI. In case the agency is decline to sign the agreement or to take up the work within stipulated time, in such eventuality will have any such claim.

9.2. In case the agency declines to take up the work, BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the agency in such eventually, the agency 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 agency:

10.1. 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 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 along with 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 agency fails to comply with the above, the company reserves the right to arrange for the same along with interest & penalty and the entire amount shall be recovered from the bills/security deposit of the agencies or otherwise.

10.2. The agency shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Personnel 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.

10.3. The agency has to provide all safety appliances to their workers as per act, rules and regulation of Mines.

11. RESPONSIBILITIES OF THE CONTRACTOR/AGENCY:

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

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

11.3 The agency is to ask for necessary documents/records/Plans of production from BSLC within 5(five) days of acceptance of the work order for carrying out the work. Dept in charge will provide agency the plans/schedule of work.

11.4 The agency shall have to make his own arrangements for travelling, boarding, lodging etc to the site including visit to the respective offices for statutory compliance.

11.5. All other Expenditure incidental to such work is to be borne by the agency.

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

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

11.8. The agency shall be responsible for any adverse remarks made by the regulatory authority and comply the adverse remarks raised by regulatory authority.

12. SPECIAL CONDITIONS:

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 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. SUBMISSION OF BILLS & BASIS OF PAYMENT:

Payment shall be made at the hire charges fixed per month. Each dumper 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 vehicle is not available for part of the month (i.e. not for full month) then proportionate deduction should be made. Payment will be made after 30 days of receipt of the bills in finance department after deduction of TDS, Security deposit, penalties etc.

The Tenderer shall submit monthly bills within 7 days of the following month in the office of Dy. Manager (Finance) in triplicate along with the paid wage sheets and paid P.F. challans duly certified by Asst. Manager (P), concerned Quarry Manager and 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 after 30 days from the date of submission of monthly bills.

14. ESCALATION:-

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

15. PENALTY:-

In case of breakdown of vehicle, non availability or refusal of the driver to run the vehicle, alternate arrangement will be made by BSLC and the cost of hire @ Rs. 100/- per hour will be recovered from the bills. Payments shall be made only for the days and hours for which the vehicle was available. In case of breakdown of any dumper for more than 24 hours the tenderer has to make arrangements for another dumper in place of breakdown dumpers.

16. TERMINATION OF THE CONTRACT

In case of failure to fulfill the contractual terms or if there be any violation of any contractual/statutory provisions, contract may be terminated by giving 30 days notice in writing.

17. SHORT CLOSURE NOTICE

The contract can be short closed by either party by giving 30 days notice in writing.

18. OTHER CONDITIONS

(a) The tenderer has to obtain and renew the labor license for the workers to be engaged for the above purpose from the labor department as per Contract Labor [Regulation and Abolition] Act 1970.

(b) All vehicles/equipments 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 authority, Odisha.

(c) The agency shall maintain the B, D & E register of all the workers engaged by him.

(d) All workers must undergo IME & PME at our company hospital and record shall be maintained.

(e) All workers must be imparted vocational training at our MVTC.

(f) The tenderer will provide Personal Protective Equipments (PPE) to all workers employed by him.

(g) The tenderer has to maintain all the records, registers and return to comply Mines Act, Rule, Regulations, minimum wages Act, Compensation Act, Contract Labor Act, Payment of wages Act etc. related to contractual job in mines.

(h) The tenderer will report immediately of all type of accidents and incidents during the working hour including particulars of

employees/dumpers involved and shall be responsible for payment of compensation as per workmen's Compensation Act.

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

(j) In the event of a strike, lock-out, war, riot, pestilence, earth quake, fire, storm, flood, explosion or any changes in the nature or any sort of obstruction of work of **Force Majeure**, no compensation shall be entertained by the company for the idle days and hours of plant and equipments and manpower engaged by the contractor or any damage or losses to the tenderer.

(k) The agency should abide by the provision of minimum wages, providend fund and other related provisions by the Government.

(l) In the event of non compliance or breach of any terms of the contract or unsatisfactory or inefficient working, the company will be at liberty to revoke the contract by a week's notice in writing.

(m) The contractor shall ensure proper performance; conduct and behavior of the workforce engaged by him at any of the premises of the company and shall remove with immediate

effect, the engagement of such persons(s), who does/do not give satisfactory performance, conduct himself/themselves property or misbehave(s) with their regular employees/personnel of the Company in any place.

(n) The contractor shall be held responsible for any damage/loss to the Company caused due to the negligence of his workforce and shall compensate to the Company adequately against such losses which will be assessed and determined by the Company.

(o) Company shall be under no obligation to provide any accommodation to the contractor's employees.

(p) No part of the contract shall be sub-let without written permission of the Business Head of the Company.

(q) With regard to the execution of the work the contractor will abide by the direction of the Business Head or his authorized representative of BSLC. The contractor's responsible authorised representatives should be available at each site during working hours for carrying out day to day instruction of the Business Head or his authorised official.

(r) Supply of Materials, Spares, consumable and any other item required for the job shall be to the contractor's account. No tools and implements for the work shall be supplied by the company. For any material supplied or services rendered to the contractor, full cost thereof including tax and 15% of the cost towards services charges shall be realized from the contractor's bills/security deposit.

(s) The agency should employ adequate number of technical and supervisory staff for smooth operation.

(t) The company reserves the right to make any modification/alternation in the condition as mentioned in the Tender Schedule while signing the agreement with the successful bidder(s).

(u) You will be liable to pay any compensation payable under any statute.

(v) With regard to the execution of the order the contractor will abide by the direction of Manager (Mines) or his authorised representative of BSLC. The tenderer or his authorised

representative must be available for receiving day to day instruction and maintaining the records.

19. SERVICE TAX

It shall be re-imbursed extra at actual as per applicability.

20. RISK PURCHASE :-

In the event of agency's failure to fulfill the contract terms for execution of work as per LOI/work-order, the company reserves the right to terminate the contract by giving Thirty days notice and to have the contractual obligations carried out by alternative arrangement and consequential loss suffered thereby shall be borne by the tenderer.

21. 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, Sourav Abasan, Sector -II, Salt Lake, Kolkata-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.

Business Head

THE B.S.L.CO.LTD,BIRMITRAPUR

TECHNO COMMERCIAL CUM PRICE BID

JOB NO. -

[1] Name of the bidder

: _____

[2]Address phone no,
Fax no. etc of the Bidder

[3] Cost of Tender Paper

[a] MR/Draft No. -----
[b] Date -----
[c] Amount -----
[d] Drawn on -----

[4] Earnest Money Deposit

[a] MR/Draft No. -----
[b] Date -----
[c] Amount -----
[d] Drawn on -----

[5] Status of the Bidder [sole proprietorship/ Partnership/company-private limited or Public limited*] :- -----

[6] Whether the tenderer is the owner of all dumpers or not [Y/N] : -----

[7] Mention the list of dumper 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							

[8] Whether the bidder has relationship with any of the company's directors or employees.
If yes, please Indicate the relationship: -----

[7] Date of commencement of the job: -----

[8] Supporting documents regarding financial capabilities to take up the job must be enclosed: -----

[10] Whether the agency has got separate P.F code Number. If yes, please indicate the code number (Xerox copy of the P.F code may be enclosed): _____

[11] Whether the agency has got labour licenser. If yes, please indicate validity period & no. of heads For which it has issued: _____ (Xerox copy of the labour license may be enclosed)

[12] CERTIFICATE TO BE GIVEN BY THE TENDERER

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 the company. I/we also certified that I/we have visited the site and got myself/our self acquainted with local conditions. My/our price bid is best on the basis of our full understanding about the job.

I/we also authorised 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 BSL CO. LTD, BIRMITRAPUR
PRICE BID

1. Name of the bidder -----

2. Composite Hiring Charges of a dumper per month:

Rs -----

In words (Rupees-----)

N.B.

01. Service tax shall be paid extra at actual on applicability at eligibility.

02. HSD will be supplied by the company @ 1 liter per 2.5 km of running.

03. Lubricant, over time, repairs and maintenance cost will not be provided by the company.

Signature of the bidder with Seal

(Annexure -I)

To UNDERTAKING

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

SUB: HIRING OF 05 NOS OF DUMPER FOR BSLC MINES

Ref: **Dated:**

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] Tender Schedule

[ii] Part-I Techno commercial Bid

[iii] Part-II Price Bid.