

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

**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ORISSA. PIN - 770033.
REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY,
KOLKATA-700091**

Ref: BSLC/TENDER/2011-12/Job No 3(C)

Dated:14/7/2011

TENDER DOCUMENT

FOR

**REPLACEMENT OF SINGLE ROTOR IMPACTOR HAMMER TYPE CRUSHER
WITH A SUITABLE BLOW BAR TYPE IMPACTOR CRUSHER & MODIFICATION
OF DOUBLE DECK VIBRATING SCREEN OF SCH-1 OF BSLC MINES AT
BIRMITRAPUR ON TURN KEY BASIS.**

Name of the Tenderer: _____

Address of the Tenderer: _____

Money Receipt No.

Dated:

Signature of the Issuing Officer Signature of the Purchaser

[Price of the Tender Document Rs.1040.00 (Rupees One thousand forty only)]

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
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CHAPTER-I
TENDER NOTICE

Ref: BSLC/TENDER/2011-12/Job No 3(C)

Dated:14/7/2011

1. Tender Invitation:

Tenders in sealed covers in prescribed format and in conformity with the tender documents are invited from the manufacturing agencies/suppliers for "supplying, installation & commissioning of Impactor rotor with blow bar crusher, double deck vibrating screen with suitable drive arrangement of crushing plant sch-1 at BSLC mines at Birmitrapur on turn-key basis."

2. General Description of Scope of Work: It includes the following:

1. Supply, installation & commissioning of a blow bar type Impactor rotor for the crushing of 120 MT dolomite/lime stone per hour.
2. Replacement of existing double deck vibrating screen of scheme no-1 by a new suitable VS for primary screening of 120MT/HR.
3. Supply, installation & commissioning of 96 sets /192 Nos of chain link of existing apron feeder.
4. Dismantling of existing damaged RCC platform at the level of apron feeder and Providing RCC new platform.
5. Providing and installation of new gear box U-800 size with reduction ration 30:1
6. Providing, installation & commissioning of weightometer (04 nos) in main conveyor belt and all product belts.
7. Replacement of VS-2 by V.S-1 by suitable modification in foundation shoes.
8. BSLC will provide the necessary electricity for the installation of machineries at the site but the cost of power will be borne by the agency.
9. The agency will make own security arrangement for safety and security of machines, equipment and person deployed by him in consultation with the Sr. Manager(Engg.), BSLC.
10. The required machineries, manpower, equipment, tool and tackles, etc shall be deployed and maintained by the bidder at his own cost in consultation with the Sr. Manager(Engg.), BSLC.
11. The Tenderer should also submit the drawing with technical details of each item which are compatible with the existing equipments & flow diagram of the scheme being offered by the tenderer for installation.

3.Tender Submission: Non transferable tender documents can be obtained from the office of the Dy. Manager (finance), B.S.L.CO.LTD, Birmitrapur during office hours on any working day as per schedules given below on payment of Rs 1040 (One Thousand forty 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 1040/- drawn in favour of "The B.S.L.Co.Ltd" payable at Birmitrapur/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. 1,30,000/- [Rupees one lakh Thirty 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 Birmitrapur should reach or dropped in the tender box of the office of the Business Head.

3.2. 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 supercribing 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 05/08/2011 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 P.M. but before opening at 3.30 P.M. can be accepted & opened, but 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 29/7/2011 at G.O Conference Hall 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 90 days from the date of opening of the techno-commercial bid.

10. Interested Parties are advised to visit with Sr. Manager (Engg) 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.

11. 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.

12. The expected date of commencement of work will be within 15 days from the date of issue of L.O./Agreement.

CHAPTER-II

- 1. Scope of Work:** It includes the following:
- 1.1. Supply, installation & commissioning of a blow bar type Impactor rotor for the Crushing of 120 MT dolomite/ lime stone per hour.
 - 1.2. Replacement of existing double deck vibrating screen of scheme no-1 by a new Suitable VS for primary screening of 120MT/HR.
 - 1.3. Supply, installation & commissioning of 96 sets of chain link of existing apron Feeder.
 - 1.4. Dismantling of existing damaged RCC platform at the level of apron feeder and Providing RCC new platform.
 - 1.5. Providing and installation of new gear box U-800 size with reduction ration 30:1
 - 1.6. Providing, installation & commissioning of weightometer (04 nos) in main Conveyor belt and all product belts.
 - 1.7. Replacement of VS-2 by V.S-1 by suitable modification in foundation shoes.
 - 1.8. BSLC will provide the necessary electricity for the installation of machineries at the site but the cost of power will be borne by the agency.
 - 1.9. The agency will make own security arrangement for safety and security of machines, equipment and person deployed by him.
 - 1.10. The required machineries, manpower, equipment, tool and tackles, etc shall be deployed and maintained by the bidder at his own cost.
 - 1.11. Modification of base frame to suit above crusher.
 - 1.12. Feed plate & feed chute fabrication & fitting at site.
 - 1.13. Discharge chute modification to suit above machine.
 - 1.14. The fabrication materials shall be supplied by Tenderer.
 - 1.15. Manpower (welder/Fitter/cutter/rigger) at site fabrication & installation work shall be deployed by Tenderer.
 - 1.16. Welding machine, gas cutting set, consumable, tool & tackles for site work shall be deployed by Tenderer.
 - 1.17. Any other work, if required at the time of installation of the crusher, vibrating Screen, Ancillary work etc.
 - 1.18. The Single deck vibrating screen will be replaced by old double deck screen and will be fitted in the same position with some modification as required.
 - 1.19. The Tenderer should also submit the drawing with technical details of each item which are compatible with the existing equipments & flow diagram of the scheme being offered by the tenderer for installation

2. Selection criteria of crusher:

Material	Dolomite/Limestone
Feed size	400mm ROM
Specific gravity	2.7
Bulk density	2.5 to 2.6 Tonnes/Cu.M
Hardness	3 to 4 (Moh's scale of hardness)
Moisture	4% to 6%
Capacity	120 Tonnes per Hour
Equipment	Rotor Impactor

Type Blow bar Type
Output size (-) 50mm
* +50mm size should be maximum 5%
* -15mm size should be maximum 10%

3. Specification of supply:

- 3.1. 1 No. Blow Bar Type Impactor with drive arrangement (Drive pulley, Driven pulley, Vee-belt, Slide Rails for Motor and Belt Guard and foundation fasteners). The drive arrangement should match with the existing 200 hp slip ring motor
- 3.2. 1 No Double deck vibrating screen with drive arrangement (consisting of Motor, Drive pulley , Driven pulley, Slide Rail for motor, V-belt, Belt Guard, Top deck 50mm, Lower deck 15mm, supported on 4 Nos shoes with helical spring etc) . Design should be made to segregate the out put with less congestion and produce CLO with minimum limit of under /over size contamination of ore as specified in rainy season also.
- 3.3. The drawing & specification of chain link will be provided by the company.
- 3.4. Weightometer should be of heavy duty, dust proof, rain proof with display arrangement and data storage arrangement of minimum one month. It should be user friendly with data security system.
- 3.5. Gear box: size- U-800, Reduction ratio-30:1, Single stage reduction, internal hold back system, pin-bush type flexible coupling, make: Cromton Greaves.

4. REQUIREMENT OF MAJOR EQUIPMENT:

SL NO	Equipment	Qty (Nos)	Remarks
1	Blow bar type Impactor crusher with complete drive arrangement including motor.	1	Replacement of Impactor hammer type Crusher.
2	Vibrating screen (Inclined circular motion) with complete drive arrangement including motor.	1	Double deck vibrating screen for screening of crushed material. Upperdeck-50mm, & Lower deck-15mm.
3	Chutes	6	With liner.
4	Gear box	1	Single stage reduction
5	Structure/fdn etc		Heavy duty bolted structure.
6	Chain link	192	As per drawing

7	Weighto-meter	4	For main belt conveyor & Out put product belt conveyor.
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5. SPECIFICATION: -Quality of materials, dimensions and other specification must be strictly complied as per our drawing and specification provided. Any deviation if found is liable for rejection of the whole job. Any deviation & alteration out of our drawing and specification must be approved from competent authority of BSLC before manufacturing of the job.

6. INSPECTION: -The items will be inspected for workmanship, quality of material, static & dynamic balancing of rotor at the workshop of manufacturer to verify and obtain clearance from inspection authority before despatch.

7. CONTRACT PERIOD: -The supply has to be made and commissioned within 120 days of awarding the work order/LOI. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC)

8. DELIVERY PERIOD: -Door delivery i.e., FOR BSLC Birmitrapur.

9. PERFORMANCE GUARANTEE

The agency has to be submit an irrecoverable Bank Guarantee in favour of The Bisra Stone Lime Company Ltd. For an amount of Rs 3, 25,000 (Rupees Three lacs twenty five thousand only) having validity period of 12 months from the date of issue of LOI. The Bank Guarantee 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 Guarantee 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 Guarantee.

10. EARNEST MONEY DEPOSIT: -

Each Tenderer must be accompanied with the non-interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs 1,30,000 (Rupees One lakh thirty 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.

11. ELIGIBILITY CONDITION:

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

11.1. The tenderer must submit cost of tender document in shape of demand draft of Rs 1040/- drawn in favour of "The B.S.L.Co.Ltd" payable at Birmitrapur/Rourkela along with the techno commercial bid.

11.2. The EMD of Rs 1, 30,000/- in shape of crossed Demand Draft drawn in favour of "The Bisra Lime Stone Company Limited" payable at Birmitrapur/Rourkela to be enclosed.

11.3. The agency must have experience of successful completion of similar type of job of not less than 50 lakhs to their credit and must produce document in support of their credential. Copy of approval order and completion certificate issued by the organization in which he worked to be enclosed.

Note-Experience in the name of the partners of the firm or that of Directors of the company will be considered as experience of the firm/company participating in the tender.

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

11.5. 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.

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

11.7. The agency must have TIN /CST number. Copy of TIN/CST number is to be enclosed.

11.8. The agency has to enclose VAT clearance certificate.

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

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

11.11. The tenderer 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.)

CHAPTER-III

GENERAL CONDITIONS

1. DEFINITIONS:

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

1.2. 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.

1.3. Name of the Tender: Name of the Tender means the work to be perform by the tenderer

1.4. 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

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

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

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

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

1.9. Employer: Employer means BSLC

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

1.11. 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 finalisation of the tender.

3. SECURITY DEPOSIT (SD):

The earnest money of successful bidders shall be converted into security deposit and the security deposit shall not bear any interest. 10% amount from the gross bill will be kept as security deposit. Security deposit will be released on demand and on completion of guarantee period and production of clearance certificate.

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 super scribing 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 05/08/2011.

5. OPENING OF TENDER:

The Technical bid part-I shall be opened on 05/08/2011. 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.

6. PENALTY, WAIVAL & TERMINATION:

If the tenderer has not commenced the work from the date as mentioned in the agreement/work order the EMD deposit deposited for the work shall be forfeited. If the work is commenced but not completed then penalty shall be imposed @ Rs 1,000 per day of delay. If the delay is found to be for reasons, which are beyond the control of the tenderer, the penalty can be waived by competent authority of BSLC on receipt of request from tenderer and recommendation of mines office. The competent authority if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD shall be forfeited. However, the payment of the bill for the work already completed shall be made to the tenderer by BSLC after due examination and recommendation of Business Head.

7. Expectation from the tenderer:

Tenderers, along with tender, shall submit the following documents duly attested by a Gazetted Officer/Notary Public.

Details and documents regarding financial status of the firm like latest Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.

8. Award of Contract

8.1. 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.

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. 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 what so ever.

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

8.4. BSLC shall not be liable for any delay in receipt of the tender document by the Tenderers 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 tenderer 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 tenderer declines to take up the work, 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. 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 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 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.

11. RESPONSIBILITIES OF THE AGENCY/TENDERER:

11.1The work order is to be accepted by the tenderer within 5 days of communication of the same.

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

11.3 The tenderer is to ask for necessary documents/records from BSLC within 5(five) days of acceptance of the work order for carrying out the work. If documents are not available with BSLC, then the tenderer has to make/collect the same at his own cost.

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

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

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

12. RESPONSIBILITY OF BSLC LTD:

The company will provide electricity terminal of 440v or 220 volt as required by the tenderer on chargeable basis.

13. 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.

14. PERIOD OF CONTRACT:

Initially for 120 days from the date of awarding the job. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC) that the delay is beyond the control of the tenderer.

15. BASIS OF PAYMENT:

Payment will be made as follows:

SI.No	Nature of job	% Of payments
01	On supply, installation & commissioning of job and after successful PG test/ trail run of 10 days.	80% of contract value will be released.
02	On successful completion of guarantee/warranty period of the job.	20% of contract value will be released.

16. 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.

17. ESCALATION:

The tendered/agreed price will be firm and fixed and no escalation in any form will be entertained during the tenure of the contract.

18. SUBMISSION OF BILLS:

The tenderer will submit bills in the office of Dy. Manager (Finance) in triplicate after obtaining clearance from inspection authority before despatch. The work done shall be verified and certified by inspection authority i.e. Sr. Manager (Engg), Business Head shall approve the bill. Deductions as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills. Any variation in rates, imposition of new taxes, levies, duties, etc after the date of awarding the work order shall be to the account of BSLC. Prescribed statutory fees related to the "scope of work" shall be deposited by BSLC with the office of concerned authorities.

19. OTHER CONDITIONS:

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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 Agency.

19.5. 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 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 Agency should comply with all the statutory requirements regarding his employees.

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 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, Sourav Abasan, Sector –II, Salt Lake, Calcutta - 700091 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.

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 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 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

PART-I Tecno-Commercial bid

<p>“REPLACEMENT OF SINGLE ROTOR IMPACTOR HAMMER TYPE CRUSHER WITH A SUITABLE BLOW BAR TYPE IMPACTOR CRUSHER, DOUBLE DECK VIBRATING SCREEN OF SCH-1 FOR OUR MINES AT BIRMITRAPUR ON TURN KEY BASIS.”</p>		
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 1040/ (one thousand forty rupees) 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 1,30,000/- 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	Date of completion of the job	
11	Whether experience certificate is enclosed (Work order must be enclosed)	
12	Whether the bidder is an employee or any relative is working in BSLC. Please mention the name, designation & department of self or such relative.	
13	Whether the agency has got work shop Registration no. (Copy may please be enclosed)	
14	Whether the agency has submitted copy of PAN and copy of income tax return for any one of the last three years i.e. 2007-08, 2008-09 and 2009-10.	
15	Whether the agency has service tax registration Number. Copy to be enclosed	
16	Whether the agency has got experience of successful completion of similar type of job to their credit. Document in support of their credential, copy of approval order and completion certificate issued by the organization in which he worked to be enclosed.	

[17] CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide tender notice no Ref No: - BSLC/TENDER/2011-12/Job No 3 (C) dated 14/07/11 I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by BSLC Ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our full understanding about the job. It is to confirm that our offer shall be valid for 90 days from the date of opening of the techno commercial bid. I/We also authorise the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

**SIGNATURE OF THE TENDERER
WITH SEAL**

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

PART-II PRICE BID

REPLACEMENT OF SINGLE ROTOR IMPACTOR HAMMER TYPE CRUSHER WITH A SUITABLE BLOW BAR TYPE IMPACTOR CRUSHER & MODIFICATION OF DOUBLE DECK VIBRATING SCREEN OF SCH-1 OF BSLC MINES AT BIRMITRAPUR ON TURN KEY BASIS.

1) Name of the bidder : _____

2) Composite Rate for the job : Rs _____

In words (Rs _____)

(Scope wise break up price for the total quoted price will be submitted in separate sheet)

N.B-Sales tax, Service tax and other taxes if any shall be reimbursed extra at actual at applicable rate.

Signature of the bidder
With seal

UNDERTAKING

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

REPLACEMENT OF SINGLE ROTOR IMPACTOR HAMMER TYPE CRUSHER WITH A SUITABLE BLOW BAR TYPE IMPACTOR CRUSHER & MODIFICATION OF DOUBLE DECK VIBRATING SCREEN OF SCH-1 OF BSLC MINES AT BIRMITRAPUR ON TURN KEY BASIS.

Ref: BSLC/TENDER/11-12/Job No 03 (C) Dated 14/07/2011

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.