

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

Ref: BSLC/LS/2010-2011

Dated:02.09.2010

**MINES OFFICE: BIRMITRAPUR,,DIST-SUNDARGARH,
ORISSA, PIN 770033**

**REGD. OFFICE : 2nd FLOOR SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE,
KOLKATA-700 091**

TENDER DOCUMENT

FOR

**HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR DEVELOPMENT,
MINING ,LOADING,TRANSPORTING AND CRUSHING OF LIME STONE BY
INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM BASIS(BUILT
OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS OF 15-50MM
SIZE 30,000 MT PER MONTH IN BSLC LTD MINES.**

Name of the Agency : _____

Address of the Agency : _____

Money Receipt No.

Dated :

Signature of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Document is Rs.2500.00 (Rupees Two thousand five hundred rupees Only)]

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH,
ORISSA, PIN 770033
REGD. OFFICE : 2nd FLOOR, SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE,
KOLKATA-700 091
HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR DEVELOPMENT,
MINING ,LOADING,TRANSPORTING AND CRUSHING OF LIME STONE BY
INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM BASIS(BUILT
OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS OF 15-50MM
SIZE 30,000 MT PER MONTH IN BSLC LTD MINES
CHAPTER-I
TENDER NOTICE

Ref: BSLC/LS/2010-2011

Dated: 02/09/2010

1.Tender Invitation:

Tenders in sealed covers in prescribed form and in conformity with the tender documents are invited from experienced agencies for **“Hiring of equipments, machineries and plants for Development, mining ,loading, transporting and crushing of lime stone by installing a crushing and screening plant on BOOM basis to get finished products of 15-50mm size 30,000 MT per month in B.S.L.Co.Ltd mines.”**

2. General Description of Scope of Work:

- 2.1. Development of mines by removal of overburden and rejected materials from the periphery of the work faces by machineries and dumping in the specified dumping zone within a radius of 2 Km as per approved mining plan or as directed by the Mines manager. Mines faces should be maintained strictly as per DGMS guidelines and approved mining scheme.
- 2.2. Preparation of drilling faces.The drill machine shall be arranged by the tenderer.
- 2.3. Blasting shall be done by the company but explosive cost and service cost shall be born by the agency. Controlled blasting by using Nonel will be done as and when required.
- 2.4. Shorting and removal of reject material from the blasted zone and dumping into the specified reject dump within radius of 2 km.
- 2.5. Sub grade material generated during mining shall be stacked at the specified places as directed by the mines Manager within radius of 2 km.
- 2.6. Mining and transporting ore mineral to the crusher unit for crushing and screening.
- 2.7.The agency will be obligated to differentiate & stock their product 15-50mm ,10-15mm & -10mm separately at specified stock yard. However payment shall be made for 15-50mm only.
- 2.8. By-product and spillage generated during crushing has to be shifted and stacked at the specified area within 2 km as directed by Mines manager.
- 2.9. Arrangement in timely shifting of main product from the crusher, to ensure avoiding disturbance of further generation immediate vicinity of crusher plant.
- 2.10. The required machineries, man power, equipment, tools and tackles etc shall be deployed and maintained by the tenderer.

2.11. Company shall provide electricity at the nearest source of 11 KV power supply, but the power cost is to be born by the agency. The agency has to install Transformer (11KV/440), with pole, cables & other accessories, Energy meter, CTPT, APFC panel etc., if required.

2.12. The agency shall make own arrangement for dust suppression at the crusher site, mines & haul roads.

2.13. The agency shall make his own security arrangement for safety and security of machineries, equipment and personnel deployed by him.

2.14. The agency has to make arrangement for obtaining pollution clearance for operating crushing plant from SPCB or any other agency as per law.

3.Tender: A 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 2500 (Two thousand five hundred rupees) only per unit which is inclusive of VAT @ 4%.The tender document can also be down loaded from our website www.birdgroup.gov.in and the cost of tender document shall be paid by demand draft of Rs 2500/- drawn in favour of “The B.S.L.Co.Ltd” payable at 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 the 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.19,00,000/-[Rupees Nineteen lakhs 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 successful bidders have to submit irrevocable Bank Guaranty in favour of The Bisra Stone Lime Company Limited for an amount of Rs. One core having validity period of 5 years from the date of issue of LOI at the time of signing of agreement.

3.3 The Tender document shall be submitted in two parts i.e Part-I Techno Commercial Bid and Part-II Price Bid in separate sealed envelopes. Both Techno-

commercial bid and price bid shall be sealed in separate envelopes with complete tender details superscribed on both the envelopes and clearly identifying the techno-commercial bid and price-bid on the respective envelopes. Both the bid shall be kept in another sealed envelope superscribing the Tender No. and date.

4. Techno-commercial bid: The Part-I, Techno Commercial Bid shall be opened in the presence of the bidders or their accredited representative at 3:30 P.M on 25.09.2010 in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmitrapur, Sundergarh(Orissa).

Note : - Bids received after 3.30 P.M. will be rejected. But the bids received after 3 PM and 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 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.

6. Pre-bid consultation:

The Agency are free to join pre bid consultation to be held on 20.09.2010 at 4.00PM 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 Agency 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 for four years 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 with Manager (mines) and Manager (G&E) the site and familiarise themselves with the site conditions, concerned areas and go through the attached terms & condition of the tender document before submission of tender documents. Interested parties can visit Manager(Mines) office on any working day before opening of the tender, between 10-12 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 mining operation within 30 days from the date of issue of LOI and work of commissioning the Crushing & Screening Plant is to be completed within 120 days from the date of issue of LOI.

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
[A GOVT OF INDIA ENTERPRISE]
MINES OFFICE BIRMITRAPUR, DIST-SUNDARGARH, ORISSA, PIN-770033
REGD. OFFICE : 2nd FLOOR SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE,
KOLKATA-700 091

TENDER FOR HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR DEVELOPMENT, MINING ,LOADING, TRANSPORTING AND CRUSHING OF LIME STONE BY INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM BASIS (BUILT OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS OF 15-50MM SIZE 30,000 MT PER MONTH IN BSLC LTD MINES.

CHAPTER-II

1. SCOPE OF WORK:

- 1.1. Development of mines through mechanical means by removal of overburden and rejected materials from the periphery of the work faces by machineries and dumping in the specified dumping zone within a radius of 2 Km as per approved mining plan or as directed by the Mines manager. Mines faces should be maintained strictly as per DGMS guidelines and approved mining scheme
- 1.2. Preparation of drilling faces.
- 1.3. Blasting shall be done by the company but explosive cost and service cost should be born by the agency.
- 1.4. Shorting and removal of reject material from the blasted zone and dumping into the specified dump within a radius of 2 km.
- 1.5. Sub grade material generated during mining shall be stacked at the specified places as directed by the mines Manager within a radius of 2 km.
- 1.6. Mining and transporting ore mineral to the crusher unit for crushing and screening.
- 1.7. It is obligatory for Agency to differentiate & stock their product 15-50mm ,10-15mm & -10mm separately at specified stock yard. However payment shall be made for size 15-50mm for 30000 MT quantity per month.
- 1.8. By-product and spillage generated during crushing has to be shifted and stacked at the specified area within 2 km as directed by Mines manager.
- 1.9. Arrangement for timely shifting of main product from the crusher to ensure for avoiding disturbance of further generation in immediate vicinity of crusher plant..
- 1.10. The required machineries, man power, equipment, tools and tackles etc shall be deployed and maintained by the tenderer.
- 1.11. Company shall provide electricity at the nearest source of 11 KV power supply, but the power cost is to be born by the Agency. The Agency has to install Transformer (11KV/440) with pole, cables & other accessories, Energy meter, CTPT, APFC panel etc. if required.

1.12. The Agency shall make own arrangement for dust suppression at the crusher site, mines & haul roads.

1.13. The Agency shall make his own security arrangement for safety and security of machineries, equipment and personnel deployed by him.

1.14. The agency has to make arrangement for obtaining pollution clearance for operating crushing plant from SPCB or any other agency as per law.

2. SPECIFICATIONS OF CALIBRATED ORE:

The Agency has to produce the calibrated lime stone of following specifications:

i)Physical: Size of product from crusher should be 15mm-50mm.

Tolerance::

a) +50mm size should be maximum 5%

b) -15 mm size should be maximum 10%

ii)Chemical specification:

i) CaO = Minimum 44%

ii) SiO₂ = Maximum 6.5%

Note: i) Agency will be paid on Lime Stone CLO (15-50mm) produced on per tonne basis as per above mentioned specification.

ii) The incidental product of – 15 mm is to be separated in two parts i.e. – 10mm and 10-15 mm size and same is to be staked separately. However agency shall not be entitled for any payment for such incidental product .

iii) Company may also sell limestone lump 10-200mm on ex- mines basis as per market requirement.

3 .CONTRACT PERIOD :

Contract will be for four years only from the date of issuing of L.O.I. The contract may be extended for a further period upto six months at the sole discretion of BSLC on the same term, condition & rate.

4. REQUIREMENT OF EQUIPMENTS :

For proper execution of the job of mines development, mining and transportation as envisaged in the scope of work the following equipments may be tentatively required:

ITEM NO	MACHINE	NOS	CAP
1	Crusher & Screening Plant	1	100 TPH
2	Excavator	3	2.50 CUM
3	COMPRESSOR	2	450 CFS
4	DTH	2	4” dia
5	ROCK BREAKER	1	50 TPH
6	DUMPER	6	25 MT
7	WATER TANKER/ SPRINKLER	1	6000 Ltrs
8	DEWATERING PUMP	1	105 H.P

Note: NOS- Number of equipment. CAP- Minimum Capacity. The equipment deployed should not be more than three years old.

5 EARNEST MONEY DEPOSIT:

Each Agency must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs.19,00,000/-[Rupees Nineteen 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.

Note: - 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. One core having validity period of 5 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 statutory 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, the agency must fulfill the following conditions.

7.1 (a) The Agency should have experience in the crushing and mining of minerals of minimum 360000 MT/per annum in any year during last three (3) years.

(b) 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.

© The annual turnover of the agency should not be less than 19 Crore in the last three financial years.

7.2 The bidders must own the following 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. Age of the machine should not be more than 3 years old as per RC/Purchase document where RC is not applicable.

ITEM NO	MACHINE	NOS	CAP
1	Crusher & Screening Plant	1	50 TPH
2	Excavator	2	2.50 CUM
3	COMPRESSOR	1	450 CFS
4	DTH	1	4" dia
5	ROCK BREAKER	1	50 TPH
6	DUMPER	3	25 MT
7	WATER TANKER/ SPRINKLER	1	6000 Ltrs
8	DEWATERING PUMP	1	105 H.P

Note:- i) The ownership 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 downloading of tender document, the cost of tender paper of Rs 2500/- (Rupees Two thousand five hundred 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.19,00,000 (Rupees Nineteen 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.

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

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. 2007-08, 2008-09 and 2009-10 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.

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.)

9 AREA OF OPERATION:

- i. **Mining operation:** Production of limestone boulder shall be done from Duarsini limestone quarry as shown in the enclosed map and as per mining plan approved by IBM. The Agency will transport ore from quarry to crusher at his own cost.
- ii. **Crushing operation:** The site for installation Crusher plant shall be west side near Munipahar Railway siding as shown in the enclosed map.
- iii. The Agency will obtain all required statutory permission from the concerned authorities to operate crusher at his own cost.
- iv. The Agency will be obligated to differentiate & stock their product 15-50mm ,10-15mm & -10mm separately at specified stock yard. However payment shall be made for 15-50mm only.
- v. Duration of operation: All the mining and crushing operation will be done within 6 AM to 10 PM on all the working days only.

Business Head

CHAPTER-III

GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Agency/Bidder:** Agency/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) **Agency/Consultant:** Agency means the person or society, firm, company whose tender has been accepted by the BSLC.
- h) **BSLC:** BSLC means “The Bisra Stone Lime Company Ltd.” A company incorporated in India and having its registered office at SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE , Kolkata-700091.
- i) **Competent Authority:** - **Competent** Authority means CMD or any designated officer by the CMD.
- j) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax, and any Other Tax, Levy, Fees, Cess imposed by the Government from Time to Time.
- h) M.T. : Means Metric Tonnes

2. **EARNEST MONEY:**

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

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

2.2 Tender without prescribed earnest money shall be rejected.

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

3. SECURITY DEPOSIT (SD) & PERFORMANCE GUARANTY :

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

3.2 Performance Guaranty: The successful bidder is obliged to deposit performance guaranty in terms of bank guaranty (in the prescribed format of BSLC) of Rs. 1 Crore in favour of BSLC having validity for five years from date of LOI. The BG is to be submitted at the time of signing of the agreement.

4. SUBMISSION OF TENDER:

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

The Tender shall be submitted to the **Business Head** The Bisra Stone Lime Company Limited, At/P.O- Birmitrapur, Sundargarh (Orissa) on or before 3-00 P.M of 25.09.2010.

Note:- 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 25.09.2010 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.

5.2 EVALUATION OF THE BIDS:

(i)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.

(ii)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 L1.

6. PENALTY:

6.1 If the Agency fails to meet the monthly target of 30000 MT for 15-50mm sized product, a penalty @ 15% of contract rate shall be levied on per tonne basis for the shortfall in targeted quantity.

Note:-Not with standing above, penalty will be imposed on quarterly production basis.

6.2 In case, any supply is treated as rejected by the buyers, the agency shall be paid at a notional rate of Rs.1 per MT, but following deduction shall be made against such supply.

i)Royalty ii) Wagon loading & transporting cost iii)Analysis charges iv) weighment charges v) Proportionate Railway freight vi) Any other related expenses if any.

6.3 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).

6.4 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.

Note:- 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. Expectation from the Agency:

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

7.1. Registered Partnership deed in case of a partnership firm

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

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

7.4 Copy of the Income Tax PAN and copy of income tax return of the last three years

i.e. 2007-08, 2008-09 and 2009-10 signed by Chartered Accountant are to be enclosed.

7.5 The Agency must have PF code number.

7.6 The Agency must have service tax registration Number. A copy of service tax number is to be enclosed.

7.7 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.

7.8 A declaration is 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)

7.9 The Agency before submission of bids must sign each page of the tender document. Otherwise the tender may be treated as invalid.

Note: i) 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.

ii) BSLC may ask for any clarification from the parties in regard to above documents.

8. Award of Contract

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

8.2. Award of contract shall be made at the absolute discretion of BSLC. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.

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

9. Signing of Agreement and execution of work.

The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days from the date of issue of LOI He will start the work of development & mining within 30 days, and start the work of Crushing & Screening within 30 days and commissioning of the same within 120 days from the date of issuance of LOI. In case Agency decline to sign the agreement or to take up the work within stipulated time, in such eventuality BSLC reserves the right to terminate the contract and forfeit the earnest money/security deposit of the Agency. The Agency shall stand debarred from future participation in any tender/contract of Bird Group of Companies, for 5 years. In such eventuality, 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 incurred by the time the work is rescind.

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 agency's employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate alongwith other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the agency 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 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 Agency must has to obtain labour licence from the competent authority if required. The agency will be solely responsible for their employees and there will not be any Employer-Employee relationship between Agency's worker and BSLC.

10.3. The Agency has to obtain clearance from the State pollution control board at their risk and cost to such crushing & screening plant. They have to take measures for suppressing dust pollution and other pollutions to comply statutory provisions and to avoid local residents' complain/problem.

10.4. 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 Agency'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 Agency at the company's Hospital/Dispensary by the company within its available medical facilities.

10.5. Safety/ protective equipment like helmets, safety shoes, boots, safety belts, leg guards etc. shall be provided by the agency 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 Agency 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.

10.6. 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 .

10.7. 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.

11. RESPONSIBILITIES OF THE AGENCY:

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

11.2 Compliances of the all government formalities/guidelines/rates etc. during the preparation & Operation of the project shall be duly complied with by the Agency within stipulated time frame at his own cost.

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

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

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

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

11.7 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.

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 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.

13. BASIS OF PAYMENT & SETTLEMENT OF BILLS:-

13.1. The Agency will be entitled for 50% of the amount of ore produced on the basis of quantity of Limestone CLO (15-50mm) delivered at the nominated stock yard as per the quantity specifications given in scope of work of chapter II. Balance 50% will be paid after the said material is sold &despatched to the customers and acceptance of quality received from the buyer.

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

13.3. The Agency is expected to submit the duly verified bills from the Mines Manager to Finance Officer by 10th of the succeeding month. The Finance Officer will arrange 50% of payment of the bill within 10 days & balance amount as per entitlement within 30 days from submission of the bill.

13.4 Materials not confirming with stipulated specifications shall be liable for rejection/ acceptance with penalty as stipulated in clause 6 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 the Agency's bill.

13.5. The bills in triplicate mentioning agreement number on monthly work order shall be prepared on the basis of quantity and quality certified by the company's laboratory /public analysis submitted to the mines manager after duly certified by the weighbridge In-charge and same shall be forwarded to finance department for consideration of payment.

13.6. The amount of penalty imposed by the buyers shall be also recovered from the Agency bills, wherever the materials specification is not maintained by the Agency, including other penalties as stated in Clause: 6 of chapter III.

13.7. In case any supply is treated as rejected by the buyers, only notional payment shall be made to the Agency against such supplies. But following will be recovered from the Agency's bills:

- a) Royalty
- b) wagon loading & transporting cost
- c) Analysis charges
- d) weighment charges
- e) Proportionate Railway freight.
- f) Any others related expenses.

13.8. However if the Buyer agrees to settle the company's bill against such supplies at a later stage with some penalty, Agency's bills shall be settled by the BSLC with a penalty as per the rate imposed by the Buyers.

14. TAX DEDUCTED AT SOURCES:

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

15. ESCALATION :

No escalation in rate shall be permissible except in case of increase in labour wages , diesel or any of the statutory levies. The request of escalation shall be considered once in six months. However increase will be given from date increase in Minimum Wages/ diesel prices takes place.

15.1 The escalation will be given on the basis of labour factor of the contract and on actual deployment of labours of all categories to be verified by the Dy. Manager (P&A) as per following formula:-.

15.1.1 In case of Diesel Operated Crusher

A)LABOUR RATE

i) Increase/ decrease in Contractor's Rate (Highly Skilled Category): Contract rate (Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.037%.

ii) Increase/ decrease in Rate (Skilled Category): Contract rate(Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.033% .

iii) Increase/ decrease in Rate (Semi Skilled Category): Contract rate (Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.0086%.

Total increase/ decrease in Contract rate Per MT shall be (Rs): (i) + (ii) + (iii)

B) DIESEL RATE

Increase/ decrease in Contractor's Rate (Rs) Per MT: Contract rate (Rs) X Amount of Increase/ decrease in diesel price (Rs)X 1.1%.

Note: **Amount of Increase/ decrease in Contractor's rate (Rs) Per MT = New rate Minus Last revised rate**

15.1.2) In case of Electrically operated crusher

A) LABOUR RATE

i) Increase/ decrease in Contractor's Rate (Highly Skilled Category): Contract rate (Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.039%.

ii) Increase/ decrease in Contractor's Rate (Skilled Category): Contract rate (Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.036%.

iii) Increase/ decrease in Contractor's Rate (Semi Skilled Category): Contract rate (Rs) X Amount of Increase/ decrease in minimum wages (Rs) X 0.0079%.

Total increase/ decrease in Contract rate Per MT shall be (Rs): (i) + (ii) + (iii)

Note: **Amount of Increase/ decrease in rate (Rs) = New labour rate Minus Last revised rate**

B. DIESEL RATE

Increase/ decrease in Contractor's Rate (Rs) Per MT: Contract rate (Rs) X Amount of Increase/ decrease in diesel price (Rs) X 0.87%.

Note: **Amount of Increase/ decrease in Contractor's rate (Rs) Per MT = New rate Minus Last revised rate**

C) ELECTRICITY TARIFF

Increase/ decrease in Contractor's Rate (Rs) Per MT: Contract rate (Rs) X Amount of Increase/ decrease in Electricity tariff (Rs) X 1.50%.

Note: **Amount of Increase/ decrease in Contractor's rate (Rs) Per MT = New rate Minus Last revised rate**

16. PERFORMANCE GUARANTY:

The agency has to submit an irrecoverable Bank Guaranty in favour of The Bisra Stone Lime Company Ltd., for an amount of Rs. One core having validity period of 5 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

17. OTHER CONDITIONS:

17.1. 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.

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

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

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

17.5. 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.

18. SECURITY DEPOSIT-Security deposit shall be recovered @ 2% from the gross monthly bills of the agency. The security deposit shall not bear any interest. The earnest money of successful bidders shall be converted into security deposit which shall also not bear any interest. Security deposit will be released on completion of work and production of clearance certificate issued by the Business Head. Security deposit shall also be adjusted/ paid against any dues arising due to nonpayment of any liability on account of the Agency.

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

20. EXIT CLAUSE:

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

21. RISK PURCHASE:

In the event of failure to fulfil the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by an alternative arrangement and the company shall recover from the Agency all additional cost involved therein. The EMD & performance guaranty of the Agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management, besides, the Agency may be debarred for 5 years for participating in all tenders of Bird Group of Companies.

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. Sourav Abasan, AG – 104, 2nd 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

23. MODIFICATION OF CONTRACT:

No modification and alteration in 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:

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.

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

PART-1- TECHNO COMMERCIAL BID

SUB: HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR DEVELOPMENT, MINING ,LOADING,TRANSPORTING AND CRUSHING OF LIME STONE BY INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM BASIS(BUILT OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS OF 15-50MM SIZE 30,000 MT PER MONTH IN BSLC LTD MINES.

TENDER NOTICE NO: BSLC/LS/2010-2011

02.09.2010

SL NO	PARTICULARS	INFORMATION BY BIDDER
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 2500/-(Two thousand five hundred 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 38,00,000/- 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	Expected date of commencement of the job	
10	Expected date of starting production from the crusher.	
11	List of infrastructure, mining machineries owned by the agency.	
12	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)	
13	Whether experience certificate of development , mining and crushing is enclosed (Work order must be enclosed)	
14	Whether the bidder is an employee or any relative is working in BSLC. Please mention the name, designation & department of self or such relative.	
15	Whether the agency has submitted copy of PAN and copy of income tax return for the last three years i.e 2007-08, 2008-09 and 2009-10.	
16	Whether the agency has service tax registration Number. Copy to be enclosed	
17	Supporting documents regarding financial capabilities. copy of Balance sheet, P/L account of last three years.	

[18]CERTIFICATES TO BE GIVEN BY THE AGENCY :

In response to the tender invited by BSLC vide tender notice no Ref No :- BSLC /LS/2010-2011 DATED: 02.09.2010, I/We have examined the terms & conditions and the general conditions of the contract. I/We agree to abide by all instructions in tender document attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice. It is certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct, my/our tender may be rejected by BSLC ltd. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. My/our price bid is based on our

full understanding about the job. It is to confirm that our offer shall be valid for 120 days from the date of opening of the techno commercial bid. I/We also authorise the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

SIGNATURE OF THE AGENCY
WITH SEAL

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

PRICE BID FOR

**HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR
DEVELOPMENT,MINING ,LOADING,TRANSPORTING AND CRUSHING OF LIME
STONE BY INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM
BASIS(BUILT OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS
OF 15-50MM SIZE 30,000 MT PER MONTH IN BSLC LTD MINES**

Ref: TENDER NOTICE NO: BSLC/LS/2010-2011 DATED: 02.09.2010

1) Name of the bidder : _____

2) Composite Rate per tonne production of 15mm to 50mm CLO on Ex-Plant basis:

Rs _____

In words (Rs _____)

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

ii) If the Company prefer to sell Lime Stone lumps (10-200 mm) as ex mines basis, the agency would be paid Rs.50/- less than the approved/calibrated rate for 15-50 mm.

iii)In case of any difference in rate given in number and word above,the figure given in words will prevail over number and word figure will be taken for all calculations.

Signature of the bidder With seal

UNDERTAKING

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

Sub: HIRING OF EQUIPMENT, MACHINERIES AND PLANTS FOR DEVELOPMENT, MINING ,LOADING,TRANSPORTING AND CRUSHING OF LIME STONE BY INSTALLING A CRUSHING AND SCREENING PLANT ON BOOM BASIS(BUILT OWN OPERATE AND MAINTAIN) TO GET FINISHED PRODUCTS OF 15-50MM SIZE 30,000 MT PER MONTH IN BSLC LTD MINES.

Ref: TENDER NOTICE NO: BSLC/2010-2011 DATED: dd.mm.2010

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.