

**THE BISRA STONE LIME COMPANY LIMITED; BIRMITRAPUR**

[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-700 091.**

***TENDER DOCUMENT  
FOR  
TARFELTING JOB FOR REPAIRING OF LEAKY  
ROOFS.***

Name & Address of the Tenderer : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

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Money Receipt No.....

Dated.....2011

Cost of Tender Paper Rs. 1040.00 (Rupees one thousand forty) only

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**

# THE BISRA STONE LIME COMPANY LIMITED; BIRMITRAPUR

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## CHAPTER-I TENDER NOTICE

TENDER NOTICE NO: BSLC/TARFELT/2011-12

Dated :15/04/2011

1. Sealed tenders in prescribed format are invited from the experienced reputed agencies for tarfelting job for the repairing of leaky roofs.

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

Repairing of leaky roofs by Application of one layer of tarfelt of Kalinfelt make ,Hessian based self finished Bitumen felt type III grade I conforming to IS-1322/1982 weighing a minimum of 45kg per roll of 20 mtr over application of first coat of Hot Bitumen of 30/40 grade of Kalinfelt make @ 1.2 kg Per sq. metre on prepared /plastered surface with a finishing coat of 30/40 grade hot bitumen over tarfelt layer @ 1.20kg per sqm and spreading one layer of pea size gravel(+3mm to -6mm) @ 0.006cum/sqm over complete tar-felted area of flat roof.

**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 only) only per unit which is inclusive of VAT @ 4%.The tender document can also be down loaded from our website [www.birdgroup.gov.in](http://www.birdgroup.gov.in) & NIC Portal 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. 30,000.00 (Rupees 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 superscribing the Tender Notice 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 4:00 P.M on 26/04/2011 in the Office of the Business Head, The Bisra Stone Lime Company Ltd. Birmitrapur, Sundergarh(Orissa)

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

Note : - ( Bids received after 3.30 P.M. but before opening at 4.00 P.M. can be accepted & opened, but bids received after 4.00 P.M. will be rejected.)

**6. Pre-bid consultation:**

The tenderers are free to join pre bid consultation to be held on 23/04/2011 at 9AM in the office of the Business Head for clarifying doubt / seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought are needed solely at the discretion of BSLC.

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

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

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

10. Interested Parties are advised to visit with Sr.Manager (Project) 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 10 days from the date of issue of L.O.I/Agreement.

BUSINESS HEAD

## CHAPTER-II

### **1. SCOPE OF WORK**

**Scope of Work:** It includes the following:

- 1.1. Removal of old layers of old tarfelt, preparation of necessary roof slope by Plastering in cement mortar (1:6) and adequate curing.
- 1.2. Making of sufficient drains on roof surface as per instruction of Engineer in charge.
- 1.3. Application of first coat of Hot Bitumen of 30/40 grade of Kalinfelt make @ 1.2 kg Per sq. metre on plastered surface.
- 1.4. Application of one layer of tarfelt of Kalinfelt make ,Hessian based self finished Bitumen felt type III grade I conforming to IS-1322/1982 weighing a minimum of 45 kg per roll of 20 mtr.
- 1.5. Application of one coat of Hot Bitumen of above specified grade as given in SL no 1.3. over the felt @ 1.2 kg per sq metre.
- 1.6. Finishing the top with one layer of pea size gravel(+3mm to -6mm) @ 0.006cum/ sqm over complete tarfelting area of flat roof.
- 1.7. In case of vertical surface, parapets, drain mouth and cornices, 90/15 grade of Bitumen of standard make should be applied.
- 1.8. Removal and disposal of debris generated during execution of the work at the earmarked places with free lead of 150m.

### **2. GUARANTEE:-**

Guarantee shall be for a period of minimum 5 years from the date of issue final acceptance/completion certificate of the work. Successful tenderer will have to maintain the tarfelted roof for 5 year from the date of completion. If any defect is detected by the concern authority, the contractors shall make rectification of such defects during the maintenance period of 60 months (5 years) from the date of completion of work. All such work shall be carried out by the contractors at his own expenses. If the contractor shall fail to do any such work, the BSLC Ltd shall be entitled to carry out such work by own workmen or by other contractors and the cost thereof deducted from contractor security deposit.

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

Contract period will be for 3 Months (90 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 agency/tenderer.

#### **4. EARNEST MONEY DEPOSIT:**

Each Tenderer must be accompanied with the non interest bearing pre-bid Earnest Money Deposit (as prescribed) of Rs 30,000.00 (Rupees 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.

#### **5. INSTRUCTION TO TENDERERS:**

- 5.1 Tender must be submitted in sealed envelope marking the name of work as mentioned in the tender notice and addressed to The Bisra stone Lime Company Limited At/P.O-Birmitrapur, Dist-Sundergarh, Orissa, PIN-770033 on or before the time mentioned in the tender notice. The Tenders will be opened soon after on the same day and rates read out in presence of the Tenderes or other representatives as are present.
- 5.2 Tenders sealed and super scribed as above may also be sent by hand only. A tender which is received after the time and date specified above, is liable to rejection. Company is not responsible for any loss of Tender or late receipt of tenders.
- 5.3 Any tender delivered or sent otherwise will be at the risk of the Tenderers.
- 5.4 Tender form containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English will be liable to rejection.
- 5.5 Tender quoting rates on until different from those prescribed in the tender schedules will be liable to rejection. Tenders not received in the prescribed from as specified therein and without earnest money at the time of opening will be summarily rejected.
- 5.6 If a Tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter No. material modifications to the specifications, item description, contract clauses etc. will however, be entertained. Other clarifications may be considered. If the contents of the covering letter are to be considered, as part of the quotation, this should be specifically mentioned by the tenderer, it any of these conditions admitted for consideration has a financial bearing on the cost quoted, and the additional cost arising out of this condition will be added for comparative evaluation of tenders.
- 5.7. Any tender containing clerical or arithmetical mistakes may be rejected.

- 5.8. Any request from the Tenderer in respect of additions alterations, modifications, etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender. If the Tenderer, with draws his tender after opening of the tender but before the expiry of the validity period of the tender. The earnest money shall be liable to be forfeited.
- 5.9. The successful tenderer shall make his own arrangement for all materials except as specified in the contract (if any).
- 5.10 By submitting a tender for the work a Tender will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specifications and condition attached thereto and he has taken into account all condition and difficulties that may be encountered during its process and to have quoted labour and material rates which shall include cost of material with taxes, Outcry ,land other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the engineer.
- 5.11 Tenderers must also submit with the Tender copies of testimonials with regarded to their experience and satisfy The B.S.L.Co.Ltd.'s authorities on the following points if and when called upon to do so.
- (i) His position as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to act as its agent.
- (ii) His ability, to supervise his work personally or in the event of ill-health or authorised absence there from to employ a competent and responsible agent who is to be specially named and approved beforehand.
- 5.12. The following particulars must also accompany the tender.
- (a) Details of works of similar type and magnitude carried out by the Tenderer. In the proforma shown in Appendix-I.
- 5.13. Acceptance of the Tender will be intimated to the successful Tenderer through a letter of intent. The contractor shall than be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of Contractor to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn
- 5.14. If the Tenderer has a relative employed in any capacity in The B.S.L.Co. Ltd. shall inform the authority calling for tenders of the fact when submitted his tender, failing which his contract may be rescinded, if the fact subsequently comes to light, and he shall be liable to make good to the employer any loss to damage resulting from such cancellation to the like extent provided in the case of cancellation of general condition of contract.

- 5.15. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or a special written authority from a duly authorised office of the employer.
- 5.16. No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.
- 5.17. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
- 5.18. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract special conditions of contract specifications, Drawings and the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications and drawing and the works items in the tender schedule, the works in the tender schedule shall prevail for determining the rate.
- 5.19. In case of abnormality low quoted rate, the company reserves the right to call justification lowest tenderer. **Further the contractor may have to submit an amount fixed by the company before of work in the form of Bank Guarantee/Demand Draft against performance guarantee.**

6. **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.

- 6.1 In case of down loading, the cost of tender paper of Rs 1040/-(Rupees ten thousand forty only) including VAT @ 4% in shape of DD drawn in favour of "The Bisra Stone Lime company Limited" payable at Birmitrapur/Rourkela to be enclosed.
- 6.2 The EMD of Rs 30,000/(Rupees thirty thousand only)- in shape of crossed Demand Draft drawn in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur/Rourkela to be enclosed.
- 6.3 The agency must have experience of successful completion of tarfelting work to their credit and must produce document in support of their credential.  
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.
- 6.4 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.
- 6.5 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.
- 6.6 The agency must have service tax registration Number. Copy of service tax number is to be enclosed.
- 6.7 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.
- 6.8 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)
- 6.9 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:

- a) **Tenderer/Bidder:** Tenderer/Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be perform according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC..
- c) **Name of the Tender:** Name of the Tender means the work to be perform by the tenderer
- d) **Techno-commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Consultant/Agency:** Contractor means the person or society, firm, company whose tender has been accepted by the BSLC.
- h) **BSLC:** BSLC means "The Bisra Stone Lime Company Ltd." A company incorporated in India and having its registered office at FD-350, Sector-III, Salt lake city, Kolkata-106.
- i) **Employer :** Employer means BSLC
- j) **Competent Authority :-** Competent Authority means CMD or any designated officer by the CMD.
- k) **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, 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):**

10% of total contract price as prorata to be deducted from every progressive bill towards security deposit. The security deposit will be returned on demand after expiry of 60 months guarantee period from completion of the job in all respect only after submitting clearance certificate from the civil department that he has rectified/repaired all complaints as directed by civil department during the guarantee period and no claim certificate as well. The earnest money of successful bidders shall be converted into security deposit and the security deposit shall not bear any interest.

## **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 3-30 P.M of 26/04/2011.

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

The Technical bid part-I shall be opened on 26/04/2011 at 4.00 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/security 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 the competent authority of BSLC on receipt of request from tenderer and recommendation of civil department. 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/security deposit 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 civil department and 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 whatsoever.

**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/WO. 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 TENDERER/AGENCY/CONTRACTOR:**

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

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

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

**11.5.** All the corrections/ compliances on deficiency pointed out by the BSLC during the job should be duly complied by the contractor within the stipulated time.

**11.6.** The liaison required for the purpose should be exclusively done by the contractor/agency.

**11.7.** All other Expenditure incidental to such processing to be borne by the agency including statutory payments.

**11.9.** The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmipur.

**11.10.** Tenderer will comply the direction of Business Head/Sr.Manager (Project) or his authorised representative from time to time.

**11.11.** All security arrangement for the materials to be utilised in the work/project shall be done by the contractor up to commissioning and handing over the completed work.

**11.12.** Contractor has to submit the work programme and test reports of different items during the work/construction as per instruction of Sr Manager(Project).

## **12. SPECIAL CONDITIONS:**

The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification, BSLC shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract or may be entertained by BSLC on this account. Neither any change in the time schedule of the contract nor any financial adjustment shall be permitted by BSLC which are based on the lack of clear information.

## **13. PERIOD OF CONTRACT:**

For three Months (90 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 contractor/agency.

## **14. MEASUREMENT:**

14.1.The quantities set out in the Scheduled of items are the estimated quantities of the works but they are not to be taken as the actual & correct quantities of the works to be executed by the contractors in fulfilment of his obligation under the contract.

14.2.The Engineer shall expect as otherwise stated ascertain & determine by measurement the value of work done in accordance with the contract. He shall when he required any part or parts of the works to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in seeking such measurement & shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be correct measurement of the works.

#### **15. SUBMISSION OF BILLS:**

The tenderer will submit running/progressive bills of minimum 1000 Square meter of completed quantity at a time.

The bill will be submitted in the office of Sr. Manager (Project) in triplicate. The work done shall be verified and certified by Sr. Manager (Project). The bill shall be approved by Business Head and sent to Dy. Manager (F). 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 Royalty, imposition of new taxes, levies, duties, etc after the date of awarding the work order shall be to the account of BSLC.

#### **16. PAYMENT CONDITIONS:**

Running bills as per clause no-15 of Chapter- III depending on the progress of the work will be submitted. Bills/bill will be verified by the Sr. Manager (Project) through the quality and quantity of the work executed and recorded in the measurement book/sheet. 90% of work done value will be paid of each bill as running account bill. The final payment of final bill" will be made on completion of all the work and fulfilment of contractor liabilities.

#### **17. 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.

#### **18. ESCALATION:**

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

#### **19. OTHER CONDITIONS:**

- 19.1 The rate quoted in the tender should be in word and figure and unit in words for price.
- 19.2 The contractor will supply all the materials, labours, tools and implements required for above construction.
- 19.3 Income Tax & Sales Tax will be deducted as per respective Acts.

- 19.4 All legal liabilities/ statutory payments connected with the above work should be borne by the contractor.
- 19.5 All statutory requirements to be maintained by contractor as applicable for the working in the mines.
- 19.6 The contractor strictly in accordance with the specifications and work order should execute the work.
- 19.7 In case the material or work is not up to the specification, the management reserves the right to terminate the contract or deduct the cost thereof.
- 19.8 The payment will be made after measurement of the work on its completion/part of completion by the civil department of BSLC.
- 19.9 The material to be supplied by the contractor shall be as per IS specification. All the Materials needed for the work must be approved by the Engineer and brought to the site in bulk.
- 19.10 If any work either in temporary or permanent nature or necessary to complete the work in all respect but not mentioned in the tender shall have to be done without extra cost.
- 19.11 The contractor will comply the provision of Mines Act 1952, payment of Wages Act, payment of Bonus Act & Rule & regulations made there under.
- 19.12 The contractor shall take licence under the contract labour (Regulation & Abolition) Act 1970, if required under said Act.
- 19.13 The successful tenderer shall depute an authorized technical representative to supervise and guide the construction work on day to day basis and report to Manager (Project).

## **20. EXIT CLAUSE:**

Both the parties have right to exit from this contract /agreement by serving notice in writing of at least 15 days. However they will continue to be liable for such delay during the contract period.

## **21. RISK PURCHASE:**

In the event of failure to fulfil the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from the tenderer any additional cost involved therein. The EMD 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., FD – 350, Sector –III, Salt Lake, Calcutta -106 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; BIRMITRAPUR

[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-700 091.

## PART-1

### TECHNO-COMMERCIAL BID

<b>THE B.S.L.CO.LTD,BIRMITRAPUR</b>		
<b>PART-1- TECHNO COMMERCIAL BID</b>		
<b>TENDER NOTICE NO: BSLC/TARFELT/2011-12</b>		<b>Dated :15.04.2011</b>
<b>Sub: Tarfelting job for the repairing of leaky roofs.</b>		
<b>SL NO</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	In case of down loading of the tender paper, whether the agency has enclosed cost of tender paper of Rs 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 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 incase	

	of Partnership firm/MOA & AOA incase 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 and satisfactory completion certificate from the concerned authority of the similar work 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 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 2009-010.	
14	Whether the agency has service tax registration Number. Copy to be enclosed	
15	Whether the agency has got experience of successful completion of tarfelting job of same nature. Copy of such credentials to be enclosed.	
16	Whether photo copy Sales tax clearance certificate attached	
17	Whether Tenderer any relative employed in the BSLC.	
18	Any deviation from Tender documents.	

[19]CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide tender notice no Ref No :- **BSLC/TARFELT /2011-12** dated:15/04/2011, 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 120 days from the date of opening of the techno commercial bid. I/We also authorise the company to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

**SIGNATURE OF THE TENDERER  
WITH SEAL**

# THE BISRA STONE LIME COMPANY LIMITED; BIRMITRAPUR

[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-700 091.

## PART-II PRICE BID

TENDER NOTICE NO: BSLC/TARFELT/2011-12

Dated:15.04.2011

Sub: Tarfelting job for the repairing of leaky roofs.

SI No	Description of job	Quantity	Rate (₹)	Cost in fig (₹)	COST IN WORD(₹)
1.	<p>i. Removal of old layers of old tarfelt, preparation of necessary roof slope by Plastering in cement mortar (1:6) and adequate curing.</p> <p>ii. Making of sufficient drains on roof surface as per instruction of Engineer in charge.</p> <p>iii. Application of first coat of Hot Bitumen of 30/40 grade of Kalinfelt make @ 1.2 kg Per sq. metre on plastered surface.</p> <p>iv. Application of one layer of tarfelt of Kalinfelt make ,Hessian based self finished Bitumen felt type III grade I conforming to IS-1322/1982 weighing a minimum of 45 kg per roll of 20 mtr.</p> <p>v. Application of one coat of Hot Bitumen of above specified grade as given in SL no-3. over the felt @ 1.2 kg per sq metre.</p> <p>vi. Finishing the top with one layer of pea size gravel (+3mm to -6mm) @ 0.006cum/sqm over</p>	500 SQM			

	<p>complete tarfelting area of flat roof.</p> <p>vii. In case of vertical surface, parapets, drain mouth and cornices, 90/15 grade of Bitumen of standard make should be applied</p> <p>viii. Removal and disposal of debris generated during execution of the work at the earmarked places with free lead of 150m.</p>				
2.	<p>i.. Removal of old layers of tarfelt &amp; Cleaning of surface, Making of sufficient drains on roof surface as per instruction of Engineer in charge.</p> <p>ii. Application of first coat of Hot Bitumen of 30/40 grade of Kalinfelt make @ 1.2 kg Per sq. metre on plastered surface.</p> <p>iii. Application of one layer of tarfelt of Kalinfelt make ,Hessian based self finished Bitumen felt type III grade I conforming to IS-1322/1982 weighing a minimum of 45 kg per roll of 20 mtr.</p> <p>iv. Application of one coat of Hot Bitumen of above specified grade as given in SL no-3. over the felt @ 1.2 kg per sq metre.</p> <p>v. Finishing the top with one layer of pea size gravel (+3mm to -6mm) @ 0.006cum/sqm over complete tarfelting area of flat roof.</p> <p>vi. In case of vertical surface, parapets, drain mouth and cornices, 90/15 grade of Bitumen of standard make should be applied</p> <p>vii. Removal and disposal of</p>	5460 SQM			

	debris generated during execution of the work at the earmarked places with free lead of 150m.				
Grand total					

**(Rupees.....only)**

**Note: Rate will be inclusive of all royalty, taxes, duties, statutory fees, laboratory testing and site testing of tarfelt and bitumen and other items etc complete.**

Signature of the bidder

With seal

UNDERTAKING

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

**Sub:** Tarfelting job for the repairing of leaky roofs.

TENDER NOTICE NO: BSLC/TARFELT/2011-12

Dated :15.04.2011

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.

**APPENDIX-I**

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Tenderers must fill in the under noted column:

<b>Sl. No.</b>	<b>Full particulars of similar works carried out by the tenderer</b>	<b>Value of work</b>	<b>Name &amp; address of authorities for whom work was carried out.</b>

N.B: A separate sheet may, if required, be used for giving the details in the profarma mentioned above. The sheet shall be duly signed and stitched to the tender.

.....  
Signature of tenderer with seal

