

**THE BISRA STONE LIME COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**AT/P.O. -Biritrapur-770033, Dist. - Sundargarh (Orissa)**

**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,  
Kolkata-700091**

**TENDER DOCUMENT  
FOR  
CONDUCTING ENERGY AUDIT  
AT BISRA STONE LIME  
COMPANY LIMITED,  
BIRMITRAPUR, ODISHA**

**Name & Address of the Bidder** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Tender Notice No.: BSLC/ELECT/2018-19/Job No 02 Dated 09/07/2018)**

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**

**THE BISRA STONE LIME COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**AT/P.O. -Biritrapur-770033, Dist. - Sundargarh (Orissa)**

**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,  
Kolkata-700091**

**TENDER NOTICE**

**Tender Notice No.: BSLC/ELECT/2018-19/Job No 02 Dated 09/07/2018**

Sealed Tenders in prescribed format in two parts (Techno-commercial bid & Price bid) are invited from the experienced accredited agencies for Conducting of Energy Audit of all electrical installation (Industrial & Domestic) at Bisra Stone Lime Company Limited, Biritrapur in compliance of the provision of Energy Conservation Act, 2001any amendment made thereto any as per star rating requirement of Indian Bureau of Mines.

<b>TENDER NOTICE</b>	<b>JOB DESCRIPTION</b>	<b>LAST DATE FOR SUBMISSION OF TENDER DOCUMENT</b>
No. BSLC/ELECT/2018-19/Job No 02 Dated 09/07/2018	To Conduct Energy Audit of all electrical installation (Industrial & Domestic) at BISRA STONE LIME COMPANY LIMITED, Biritrapur	25/07/2018 up to 3 P.M.

The Tender documents can be obtained from office of the Dy. Manager (finance), B.S.L.CO.LTD, Biritrapur. Alternatively, the tender documents can also be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in)

All other terms & conditions shall remain the same as stipulated in the Tender Schedule of the aforementioned Tender Notice. Further corrigendum/addendum, etc. if any, will be made available in our web site only.

Chapter I, Chapter II and Chapter III shall form the integral part of the tender document.

**Sd/-**

**Business Head**

**THE BISRA STONE LIME COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**AT/P.O. -Birmitrapur-770033, Dist. - Sundargarh (Orissa)**

**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,  
Kolkata-700091**

**CHAPTER-I**

**NOTICE INVITING TENDER**

**TENDER NOTICE NO: BSLC/ELECT/2018-19/Job No 02**

**DATE: 09/07/2018**

Sealed Tenders in prescribed format in two parts (Techno-commercial bid & Price bid) are invited from the experienced accredited agencies for Conducting of Energy Audit of all electrical installation (Industrial & Domestic) at Bisra Stone Lime Company Limited, Birmitrapur in compliance of the provision of Energy Conservation Act, 2001any amendment made thereto any as per star rating requirement of Indian Bureau of Mines.

**1. INFORMATION TO BIDDERS:**

Interested bidders may obtain further information from the office of the Manager (Electrical), **THE BISRA STONE LIME COMPANY LIMITED, AT/PO-BIRMITRAPUR-770033, DIST-SUNDARGARH (ODISHA), phone: 9437686231**

“Any amendment issued prior to submission of Bids would be put on the BSLC website. All prospective bidders would be presumed to have examined all amendments on the website & have submitted their bids accordingly. A copy of such amendments shall be enclosed with the Bid.”

**2. BIDDING DOCUMENTS:**

a) A complete set of bidding documents may be obtained by interested agency(s) from the office of the Dy. Manager (Finance), **THE BISRA STONE LIME COMPANY LIMITED, AT/PO- BIRMITRAPUR-770033, DIST- SUNDARGARH (ODISHA)** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person on all working days from 09/07/2018, 8.00Hrs (IST) to 23/07/2018, 16.00Hrs (IST)

b) Entire Bidding documents along with detailed Tender Schedule are available on the BSLC website i.e. [www.birdgroup.co.in](http://www.birdgroup.co.in). The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids. The Bidder shall download the “Bidding Document” available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.

**3. PRE BID CONSULTATION:**

The bidders are free to join pre bid consultation to be held on 13/07/2018 at 10 AM in the office of the BUSINESS HEAD, B.S.L.CO.LTD, *At/Po-Birmitrapur, Dist-Sundargarh, Odisha*, for clarifying doubts/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 the company. Amendments so made will be published on the company’s website within 07 days before the opening of the bid.

**4. SALIENT FEATURES OF THE BID:**

<b>Sl.No</b>	<b>Particulars</b>	<b>Detailed of Tender</b>
<b>1</b>	<b>Tender Notice No.</b>	BSLC/ELECT/2018-19/Job No 02 Dated 09/07/2018
<b>2</b>	<b>Name of the Work</b>	Conduction of Energy Audit of all electrical installation (Industrial & Domestic) at BSLC Mines, Biramitrapur
<b>3</b>	<b>Availability of Tender Documents</b>	Office of the Dy. Manager (Fin), BSLC, Birmitrapur & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & CPP portals.
<b>4</b>	<b>Place &amp; Time of Pre Bid Consultation.</b>	13/07/2018 at 10 A.M. in the office of the Business Head, BSL. Co. Ltd, At/Po- <i>Birmitrapur, Dist-Sundargarh, Odisha</i>
<b>5</b>	<b>Date of Issue of Bid Documents</b>	From 09/07/2018 to 23/07/2018
<b>6</b>	<b>Date of Submission of Bid Documents</b>	25/07/2018 up to 3 P.M.
<b>7</b>	<b>Date of Opening of Technical Bid</b>	25/07/2018 at 3.30 P.M.
<b>8</b>	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
<b>9</b>	<b>Period of Contract</b>	01 (One) month from issue of Letter of Intent (LOI)/Work order.
<b>10</b>	<b>Validity Period of Bid</b>	90 days from the date of opening of Part-I (Technical offer)

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**AT/P.O. -Bimitrapur-770033, Dist. - Sundargarh (Orissa)**

**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,  
Kolkata-700091**

**CHAPTER-II**

**TENDER NOTICE NO: BSLC/ELECT/2018-19/Job No 02 DATE: 09/07/2018**

**1. SCOPE OF WORK: It includes the following:**

- a) To conduct Energy Audit of all electrical installation (Industrial and Domestic) at BSLC Mines, Bimitrapur in compliance with the provision of Energy Conservation Act, 2001, as per star rating requirement of Indian Bureau of Mines and any amendment made thereto and submission of report/certificate on energy audit within the scheduled time.
- b) In case BSLC is asked to furnish any further information related to energy audit by the authority then the same may also be provided by the tenderer at no extra cost.
- c) To suggest as to how to reduce energy consumption, improve energy efficiency and energy conservation in short term, medium term & long term.

**2. AREA OF OPERATION:**

The area of operation / work site is within Mining area, BSL Co Ltd, Bimitrapur. The bidders are advised to visit the site to acquaint themselves with the working conditions before submitting the tender document. BSLC will provide the concerned official for showing the exact location of the operation site.

**3. CONTRACT PERIOD:**

The contract shall be for a period of 01 (One) month from the date of issue of LOI.

**4. INSURANCE:**

**4.1.** Tenderer has to get insured all the items/equipments and persons deployed by tenderer during the contract period at his own risk and cost. There should be adequate insurance coverage by the tenderer for all the persons deployed through him directly or indirectly for execution of the contract and for all the equipment/machine/materials/items engaged by the tenderer.

**4.2.** Tenderer has to arrange all insurance of the items to be installed at the BSLC's site during the contract period till completion at his own risk and cost.

**5. ELIGIBILITY CONDITION:**

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidences along with the Technical Bid in support of the followings:-

**5.1** The agency must have experience of successful completion of at least one audit work within last 03(three) years to their credit and must produce documents in support of their credential.

**5.2** The agency must have valid accredited License

**5.3** The bidder has also to submit the following documents in support of his credentials -

- I. Undertaking in the agency's letter head to the effect that the agency has not been blacklisted / debarred by any PSU or BSLC at any point of time.
- II. Undertaking to the effect that the bidder is not an employee of BSLC and he is not a /distant relative of the employees of BSLC.
- III. Declaration to the effect that the bidder has carefully read all the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender Document.
- IV. Copy of PAN number & GST registration Certificate.
- V. Copy of Income Tax return of any one year during the last 3 years.

**Note-** Submission of any forge document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

**6. EVALUATION OF THE BIDS:**

The bidders are advised to quote their rate in the Price bid format given in Part – II (Annexure –II) of this tender document. Price Bids of the techno commercially qualified Bidders will be opened afterwards on intimation to the bidders. Bidder quoting the lowest price in the Price Bid will be awarded the job subject to the fulfillment of all other terms and conditions of the tender. Conditional offers will not be accepted.

**7. AWARD OF CONTRACT:**

7.1) The Company reserves the right to accept or reject any or all tenders without assigning any reason thereof.

7.2) Award of contract shall be made at the absolute discretion of Company to the L1 bidder.

**8. SUBMISSION OF BILLS:**

The tenderer will submit the duly certified final bill in the office of Dy. Manager (Fin) in triplicate after obtaining clearance from inspection authority. The work done shall be verified and certified by inspection authority i.e. Concerned HOD. Finance department will obtain approval of the bill from Business Head. 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 statutory rates, imposition of new taxes, levies, duties, etc after awarding the work order but within the currency of original schedule completion period shall be to the account of BSLC.

**9. SCHEDULE OF PAYMENT:**

100% of bill shall be considered for payment within 30 days from the date of submission of bill after submission of final report and required certificate.

Payment will be made through RTGS on the basis of the rates quoted as per Price Bid. The agency will have to submit the details of Bank A/c, Branch, IFSC code, etc. for receiving the payment through RTGS. No interest will be paid for any delay in payment.

**10. 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.

**11. PENALTY:**

**a)** In case the successful bidder fails to take up the work after issuance of LOI/Work Order BSLC may at its discretion, impose upon any or all of the following penalties-

- (i) Cancellation of LOI/Work Order and
- (ii) Blacklisting/debarring of the Tenderer.

**b)** If the tenderer commences the work but fails to successfully complete the work as per the provisions within the stipulated time period mentioned in the work order, then penalty for a sum equal to ½ % of the value of contract per week or part thereof of delay shall be recovered from Final bill subject to a maximum of 5% of value of contract. Penalty shall be applicable, if the completion period of the work gets extended beyond the stipulated period of the contract, due to the fault of the tenderer. Decision of Business Head, BSLC will be final & binding on both the parties in this regard.

**Sd/-**

**BUSINESS HEAD**

**THE BISRA STONE LIME COMPANY LIMITED**

**(A Govt. of India Enterprise)**

**AT/P.O. -Bimitrapur-770033, Dist. - Sundargarh (Orissa)**

**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**

**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,  
Kolkata-700091**

**CHAPTER – III**

**GENERAL CONDITIONS**

**1. DEFINATIONS:**

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium 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 bidder for consideration of BSLC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/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) **Tenderer/Agency:** Tenderer means the individual, person, society, firm or company whose tender has been accepted by the BSLC.
- h) **BSLC:** BSLC means “The Bisra Stone Lime Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2<sup>nd</sup> Floor, Sector – II, Salt Lake City, Kolkata – 700091
- i) **Employer:** Employer means “The Bisra Stone Lime Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k) **Business Head:** The unit head or In charge of BSLC known as Business Head.
- l) **Taxes:** Taxes means Income Tax, Surcharge, GST, and any Other Tax, Levy, Fees, Cess as imposed by the Government from Time to Time.
- m) **Engineer or Engineer in Charge:** Any engineer/Authorized representative of the company deputed by the Business Head for monitoring and supervision of work.

**2. TENDER SUBMISSION:**

**2.1** The bidder shall submit the Tender in 2 (two) parts consisting of Part – I (Techno-Commercial) and Part-II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number.

All the 2 (two) envelopes containing Part - I, Part – II, put in a 3<sup>rd</sup> (third) envelope duly sealed, super scribed with Tender Notice No., Name of the job, date of opening of Technical Bid and addressed to Business Head, The BSL Co. Ltd., At/P.O.- Bimitrapur, Dist. Sundargarh, Odisha, Pin-770033.



Tender not submitted with Part - I and Part - II in separate covers properly sealed as prescribed above shall be considered as invalid and the same will be liable for rejection.

Tenders can be submitted either by post, courier service or deposited in the Tender box in this office.

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.

Tenders not received in prescribed form will be liable to be summarily rejected.

Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected.

Tenders will be received up to 3 P.M. on 25/07/2018 and will be opened at 3.30 P.M. on 25/07/2018 in the presence of bidders or their authorized representatives.

The bidders will be intimated about the date & time of the price bid opening in advance through Letter/Fax/Telephone/electronic mail.

Bidders should indicate their Bank A/c details for making payments through RTGS/NEFT.

**Note:** The tender submitted by an agency, who has been debarred by any PSU, will not be eligible to participate in the tender.

**2.2** Full information shall also be given by the tenderer in respect of the following:

**a) In case of Partnership firms:** 1) the names of all partners and their addresses. 2) Previous experience of the firm and its partners. 3) Self-attested Copy of Partnership deed 4) Self-attested Copy of the registration certificate issued by the Registrar of Firms/ Appropriate Authority. 7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

**b) In case of Companies:** 1) Date and place of Registration, including Commencement Certificate in case of Public Limited Companies. Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies/ Appropriate Authority. Certified copies of Memorandum and Articles of Association are also to be furnished. 2) Nature of business carried out by the Company including Sl. No. of the relevant provisions of its Memorandum relating thereto. 3) Names and particulars, including addresses of all the Directors. 4) Previous experiences of Company and Directors in similar project as well as work. 5) Relevant credentials with Reference list. 6) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

**c) In case of Consortium:**

**1)** A copy of the agreement, duly notarised, entered into by the Consortium members.

**2)** All members shall furnish:

**a)** Nature of business carried out by the members individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.

**b)** Names and particulars, including addresses of all the Directors.

**c)** Previous experiences of the Companies and the Directors in similar project as well as work.

**d)** Relevant credentials with Reference list of the Consortium as well as its individual members.

**e)** With respect to the Company which is a member of the Consortium, a self attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self attested copy of Permanent

Account Number (PAN) issued by Income Tax authorities; and similar documents under the provisions of the relevant Foreign Law.

**f)** With respect to a partnership firm which is a member of the Consortium, a self attested copy of “Certificate of Registration” as a firm, issued under Indian Partnership Act, 1932, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities and similar document under the provisions of relevant Foreign Law.

**g)** Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc.

### **3. OPENING OF TENDER:**

Part – I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter - I Part – II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

### **4. VALIDITY:**

The Tender and the prices quoted shall be deemed to be remaining valid for a period of 90 calendar days from the date of opening of Part-I (TECHNICAL offer). In case of tenderer revoking or withdrawing/cancelling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of BSLC, the Tender submitted shall be liable for rejection.

### **5. WORKING HOURS:**

Working hours at mines will be as per the notifications issued by Business Head / company from time to time.

### **6. TERMINATION OF CONTRACT:**

BSLC reserves the right to terminate the contract either in part or in full due to reasons for delay in completion, bad working or any other abnormalities noticed during supply, installation and commissioning. BSLC shall in such event, give 30 days notice in writing to the agency.

### **7. RISK PURCHASE:**

In the event of failure to fulfill the contract terms and execution of work as per letter of contract/work order, BSLC reserves the right to make the contractual obligation carried out by alternative arrangements and BSLC shall recover from the tenderer any additional cost involve therein.

### **8. PRICE ESCALATION:**

No price escalation will be allowed by BSLC at any time for whatsoever the reason.

### **9. DAMAGE TO BSLC PROPERTIES:**

The tenderer shall be fully responsible for any loss / damage that may be caused to the premises, equipment, machinery, and other installations of BSLC during the execution of work and the tenderer will be fully liable to bear the cost of such damages failing which the same will be paid by BSLC & recovered from the amount payable to tenderer. Any loss caused to the Men, Machine, Property of BSLC or the tenderer owing to the reason attributed to the tenderer, than the same shall be made good/compensated suitably as per the different provision, various Act, Rule, Regulation etc of India at his own cost. The tenderer will indemnify BSLC from all compensation and loss. BSLC fully reserves the right to recover the cost of such damages including recovery from any sum due to the tenderer.

## **10. ILLEGAL GRATIFICATION:**

If the bidder is found to be involved in any illegal gratification during the currency of the contract, the entire bid is liable for rejection.

## **11. DEVIATION:**

Deviation sought by the bidder whether they are commercial or technical in nature must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation by giving them in the covering letter or in any other documents, then the prescribed schedule may render the bid itself non-responsive. Any incomplete tender or conditional tender received shall be liable for rejection.

## **12. LEGAL CAPACITY OF THE TENDERER:**

**12.1** The Tenderer shall satisfy the Employer that he is competent and authorised to submit tender and/or to enter into a legally binding Contract with the Employer. To this effect, any individual signing the tender shall, before so signing, submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be.

**12.2** A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Employer may, without prejudice to other legal remedies, terminate the contract and hold the Tenderer and/or the person signing liable for all costs and damages.

**12.3 Consortium:** Offer submitted by Consortium of two or more agencies as members but not exceeding five, shall comply with the following requirements:

**I)** The offer shall include all the information required for a Tender as described in Tender Document including the eligible criteria, for each Consortium member.

**II)** The offer shall be signed so as to legally bind all members.

**III)** One of the members, for performing the key component of the Contract, i.e. technological equipment supplier shall be designated as Leader, this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories.

**IV)** The Leader shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader or with the consent of the Leader to other members of the Consortium.

**V)** All members of the Consortium shall be responsible and liable jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.

**VI)** A copy of the agreement entered into by the Consortium members shall be submitted with the Tender.

In case of Consortium offer, each of its members or combination of members must meet the respective requirements of Technical and Commercial aspects as evaluated for individual Tenderer. Failure to comply with this requirement will result in rejection of the Consortium's offer.

Leader of one Consortium shall not be allowed to become a member in any of other Consortium for the same Tender.

**13. OTHER CONDITIONS:**

**13.1.** The tender document shall have to be signed by the bidder in each page with affixing the

seal and the terms & conditions must not be altered; failing which, the tender will be rejected.

**13.2.** 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.

**13.3.** Any tender containing clerical or arithmetical mistakes may be rejected. Any request from the bidder 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.

**13.4.** Accommodation/Lodging & Boarding will be provided by BSLC during Audit work

**13.5.** Local conveyances will be provided by BSLC during Audit work

**13.6.** Tenderer should be abided with all the Rules & Regulation of Mines

**13.7** To ensure that the operations of BSLC are not affected because of audit or audit findings

**13.8** To ensure confidentiality and to ensure that the information of BSLC is not divulged.

**14. COUNTER OFFER:**

Any offer of the bidder which stipulates deviations from the terms & conditions stipulated in Chapter-II & Chapter-III of the tender document will be treated as counter offer and may be liable for rejection.

**15. FORCE MAJEURE CLAUSE:**

**a)** If at any time during the existence of this Agreement either party is unable to perform whole or in part any obligation under this Agreement or delays the performance or the delivery of all or any part quantity of the Product under the agreement is obstructed and/or delayed owing to or resulting from cause or causes beyond the control of Tenderer and BSLC such as acts of God, strikes, go-slow, Government elicits or ruling, war, blockade, revolution, civil commotion, riots, destruction of goods by firm or floods, plague, or other causes, the tenderer or BSLC shall be relieved of the responsibility for performance of this Agreement as per Para(c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

**b)** In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 2(Two) weeks after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in sub clause(a) of this clause and further shall furnish at the same time or at least within 3(three) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition use its best effort to resume the performance of its obligations under this Agreement with the least possible delay and such party shall always advice the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under this Agreement.

(c) Tenderer/Bidder and BSLC shall be relieved of the responsibility of performance of this Agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of the time, but no longer, in which delivery or performance is prevented by any such cause or causes herein mentioned above.

## **16. ARBITRATION:**

### **16.1 For Tenderer/Bidder other than PSU:-**

In the event of any dispute or difference between the Tenderer/Bidder and BSLC, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Managing Director/Chief Executive (designated by any other name) of the Tenderer/Bidder, who shall be the appointing authority of sole Arbitrator.

The venue of Arbitration shall be at Kolkata and the cost of the Arbitration shall be as decided by the Hon'ble Arbitrator. No court shall have the jurisdiction to settle any dispute in view of this arbitration Clause. The award of such arbitration shall be binding on both the parties.

In case the matter is referred to Arbitration, the Tenderer/Bidder shall be relieved of its responsibility if BSLC does not pay the amount due to Tenderer/Bidder (-----) or does not fulfill the terms & conditions as agreed to under this Agreement.

Subject to above, the proceedings shall be as per the arbitration and Conciliation Act 1996.

Notwithstanding above, if any matter need judicial adjudication, the Courts of Kolkata only will have jurisdiction.

### **16.2 For PSU customers:-**

In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultations. If however, any dispute or difference remains unresolved, the same shall be settled by arbitration. The arbitration procedure shall be as per DPE guidelines, as laid down by the Government from time to time.

The venue of Arbitration shall be Kolkata and the cost of the Arbitration shall be as decided in the Arbitration award. The courts of Kolkata will only have jurisdiction for any unsettled issues needing judicial interpretation.

**Sd/-  
BUSINESS HEAD**

<b>THE BISRA STONE LIME COMPANY LIMITED</b> <b>(A Govt. of India Enterprise)</b> <b>AT/P.O. -Birmitrapur-770033, Dist. - Sundargarh (Orissa)</b> <b>Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com</b> <b>Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,</b> <b>Kolkata-700091</b>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**PART-I - TECHNO-COMMERCIAL BID: CHECK LIST****Ref: TENDER NOTICE NO: BSLC/ELECT/2018-19/Job No 02 DATED; 09/07/2018**

SL NO	PARTICULARS	DETAILS	ANNEXURE NUMBER
1	Name of the Bidder		
2	Address of the Bidder (Registered Office, Phone no., Fax no, E-mail)		
3	Status of Bidder(Sole proprietor/ Partnership/ Company)		
4	Copy of valid accredited License		
5	Documents in support of Experience		
6	Undertaking for non black listed/debarred by any PSU or BSLC		
7	Undertaking to the effect that the bidder is not an employee of BSLC and he is not a /distant relative of the employees of BSLC.		
8	Copy of Income Tax PAN Number & IT return of any one year during the last 3 years		
9	GST registration number		
10	Whether the bid is as per the technical specification as mentioned in the scope of work indicated in clause -1 of chapter II. Please state Yes/No		

**CERTIFICATE TO BE GIVEN BY THE BIDDER:**

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge and belief. In case any statement made above is found incorrect, my / our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job.

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**

**THE BISRA STONE LIME COMPANY LIMITED**  
**(A Govt. of India Enterprise)**  
**AT/P.O. -Biritrapur-770033, Dist. - Sundargarh (Orissa)**  
**Telephone No: 0661-2610270, 2610202, E-mail:bslcoltd.brmp@gmail.com**  
**Regd. Office: Sourav Abasan, 2<sup>ND</sup> Floor, AG-104, Sector-II, Salt Lake City,**  
**Kolkata-700091**

**PART- II**  
**PRICE BID**

**Sub.:** Sealed Tenders in prescribed format in two parts (Techno-commercial bid & Price bid) are invited from the experienced accredited agencies for Conducting of Energy Audit of all electrical installation (Industrial & Domestic) at Bisra Stone Lime Company Limited, Biritrapur in compliance of the provision of Energy Conservation Act, 2001any amendment made thereto any as per star rating requirement of Indian Bureau of Mines.

**Ref: TENDER NOTICE NO: BSLC/ELECT/2018-19/Job No 02**

**Dated: 09/07/2018**

<b>Description</b>	<b>Rate excluding GST in figures (Rs)</b>
To conduct Energy Audit of all electrical installation at BSLC Mines, Biritrapur (both domestic and industrial) in compliance of the provision of Energy Conservation Act, 2001, as per star rating requirement of Indian Bureau of Mines and any amendment made thereto.	

**(Rupees .....)** Only

*N.B.* –

1. GST shall be reimbursed extra at applicable rate.
2. Prevailing GST rate may be indicated separately i.e \_\_\_\_\_%.
3. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
4. L1 bidder will be evaluated on the basis of lowest price quoted.

**SIGNATURE OF THE BIDDER  
WITH SEAL & DATE**



**UNDERTAKING**

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

**Sub:** Conduction of Energy Audit of all electrical installation at BSLC Mines, Birmitrapur as per the star rating guideline of Indian Bureau of Mines

.

**Ref: Tender Notice No: BSLC/ELECT/2018-19/Job No 02 Dated; 09/07/2018**

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 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