

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

**MINES OFFICE: AT BIRMITRAPUR, DIST-SUNDERGARH, ODISHA,
PH.-0661 – 2610067/270**

Email: bscoltd.brmp@gmail.com, FAX: 0661-2610270

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

PHONE: 033 – 2321 40169200 FAX: 033 – 40169267

EMAIL: info.birdgroup@nic.in,birdgroup@eth.net

Tender Notice No. BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

TENDER DOCUMENT FOR

**MINERAL EXPLORATION FOR 67 NOS. OF DIAMOND CORE DRILLING WORKS
AND CHEMICAL ANALYSIS OF CORE SAMPLES AT NABL LABORATORY AS PER
SCHEME OF MINING AT BIRMITRAPUR LIMESTONE & DOLOMITE MINES
WITHIN LEASE AREA OF 793.043HA. OF M/S BISRA STONE LIME COMPANY
LIMITED, BIRMITRAPUR, DIST: SUNDARGARH, ODISHA.**

Name of the Tenderer: _____

Address of the Tenderer: _____

Money Receipt No.....

Dated.....

Signature & Seal of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Documents is Rs. 1050.00 (Rupees one thousand fifty only inclusive of GST)]

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TENDER NOTICE

Sealed Tenders in prescribed format (in two parts) i.e. Techno-Commercial Bid and Price Bid are invited from reputed and experienced agencies for the job of Mineral Exploration for 67 nos. of diamond core drilling works and chemical analysis of core samples at NABL laboratory as per scheme of mining at Birmitrapur Limestone & Dolomite Mines within lease area of 793.043ha. of M/s Bisra Stone Lime Company Limited, Birmitrapur, Dist: Sundargarh, Odisha.

TENDER NOTICE	JOB DESCRIPTION	LAST DATE FOR SUBMISSION OF TENDER DOCUMENT
BSLC/GEO/ 17-18/JOB NO-09 DATE:19/02/2018.	1. Mineral Exploration for 67 nos. of boreholes by diamond core drilling, core logging and sample preparation. 2. Chemical Analysis for 67 nos. of boreholes of core samples of Limestone and Dolomite through NABL Accredited Laboratory.	Up to 3.00PM on 13.3.2018.

Tender documents can be obtained from the office of The Business Head, BSLC, Mines Office, at Birmitrapur, Dist-Sundergarh, Odisha-700033 on payment of Rs. 1,050 /- (Rupees one thousand & fifty only) non-refundable, inclusive of GST, in cash or in form of Demand Draft drawn on any Nationalized/ Scheduled Commercial Bank payable at Birmitrapur / Rourkela.

Alternatively, the Tender documents can also be downloaded from Company website www.birdgroup.co.in and in such case; the cost of tender document in form of demand draft drawn on any Nationalized / Scheduled Commercial Bank should be submitted at the time of submission of the Tender.

All the terms & conditions shall remain unchanged as stipulated in the Tender Schedule of the aforementioned Tender Notice.

Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

Business Head
BSLC, BIRMITRAPUR.

THE BISRA STONE LIME COMPANY LIMITED
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CHAPTER - I
NOTICE INVITING TENDER

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

1.0. Sealed Tenders in prescribed format (in two parts) i.e. Techno-Commercial Bid and Price Bid are invited from reputed and experienced agencies for Mineral Exploration for 67 nos. of diamond core drilling works and chemical analysis of core samples at NABL lab as per scheme of mining at Birmitrapur Limestone & Dolomite Mines within lease area of 793.043 ha. of M/s Bisra Stone Lime Company Limited, Birmitrapur.

1.1. Interested Tenderer may obtain further information from the office of the

BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
BIRMITRAPUR, DIST-SUNDERGARH, ODISHA
Ph.0661-2610067/270

Note:-“Any amendment issued prior to submission of Bids would be put on the BSLC website. All prospective Tenderer 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 submitted by the Tenderer.”

2.0. BIDDING DOCUMENTS:-

2.1. A complete set of bidding documents may be purchased by interested agency from the office of the, **BUSINESS HEAD, THE BISRA STONE LIME COMPANY LIMITED** on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos. E-mail Address & name of Contact Person along with cost of tender documents. Bidding Document will be available for sale on all working days from 08.00 Hrs (IST) to 12.00 Hrs (IST) & 14.00 Hrs (IST) to 16.30 Hrs (IST) against Cash payment, or (against Demand Draft, Pay Order or Banker's Cheque in favour of "**The Bisra Stone Lime Company Ltd.**") payable at Birmitrapur / Rourkela).

2.2. The cost of Bidding Document is **Rs. 1,050/- (Rupees One Thousand Fifty Only) inclusive of GST and is non-refundable.**

2.3. Entire Bidding documents along with detailed IFB (Invitation For Bid) are available on the BSLC website i.e., www.birdgroup.gov.in. The prospective Tenderer / Bidders can also download the documents for the purpose of preparation & submission of their Bids. The Tenderer / Bidders shall download the "Bidding Document" which is available on the company's website www.birdgroup.co.in. It will be presumed that the Tenderer has gone through the entire Bidding Documents, which shall be binding on the Tenderer. In case a Tenderer downloads the Bidding Document from BSLC website (www.birdgroup.co.in), Tenderer must submit fee towards cost of the Bidding Documents as mentioned above along with its Bid (Part-I), as per details given in Bidding Documents. For Tenderers downloading from BSLC website, the instrument for cost of Bidding Documents shall be DD / Pay Order / Banker's Cheque drawn in favour of "**The Bisra Stone Lime Company Ltd.**" and payable at Birmitrapur /Rourkela.

3.0. INFORMATION ABOUT PARTIES:

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

3.1. In case of Partnership firms: 1) the names of all partners and their addresses. 2) The financial status of the firm and its partners. 3) Previous experience of the firm and its

partners. 4) Self-attested Copy of Partnership Deed 5) A Self-attested Copy of latest Annual Audited Profit & Loss Statement. 6) 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. for contact.

3.2.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 Serial 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) A Self-attested copy of latest Annual Report. (7) Phone Nos., Mobile Nos., Email Addresses, Fax Nos., etc. for contact.

3.3.In case of sole proprietorship:

I). The name of sole proprietor and the address. **II).** The financial status. **III).** Previous experience. **IV).** A self attested copy of latest Annual Audited Profit & Loss Statement. **V).** Self attested copy of the Registration Certificate issued by the Registrar of Firms/Appropriate Authority **.6.** Phone Nos., Mobile Nos., E Mail Addresses, Fax Nos. etc. for Contact.

4.0. PRE BID CONSULTATION:

The tenderer are free to join pre bid consultation to be held on 08/03/2018 at 3.30 PM in the office of the Business Head, BSLC Ltd. Birmitrapur for clarifying doubts/seeking explanations 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 up to 15 days before the opening of the bid. **The Tenderer must have to visit the working site before the pre-bid consultation.**

5.0. SALIENT FEATURES OF THE BID

A.	BID ENQUIRY NO.	BSLC/GEO/TENDER/17-18/Job no-09 Date: 19/02/2018
B.	ITEM DESCRIPTION	Mineral Exploration for 67 nos. of diamond core drilling works and chemical analysis of the said borehole core samples at NABL lab. as per scheme of mining at Birmitrapur Limestone & Dolomite Mines within lease area of 793.043ha. of M/s Bisra Stone Lime Company Limited, Birmitrapur
C.	COST OF BID DOCUMENT INCLUSIVE OF GST (NON REFUNDABLE, NON TRANSFERABLE)	INR 1050/- (Rupees One thousand fifty only) in the form and manner as described in Bidding Documents.
D.	SALE /DOWNLOADING OF BIDDING DOCUMENTS	19/02/2018 to 12/03/2018.
E.	PLACE & TIME OF PRE BID CONSULTATION.	08.03.2018 at 3.30 PM in the office of the Business Head, BSLC Mines Office, Birmitrapur.
F.	DUE DATE & TIME OF SUBMISSION OF BID	13.03.2018 up to 3.00PM
G.	PLACE OF SUBMISSION OF BID	Office of the Business Head THE BISRA STONE LIME COMPANY LIMITED Birmitrapur, Sundergarh (Odisha)
H.	OPENING OF TENDER	13.03.2018 soon after 3.30PM.
I.	BID SECURITY DEPOSIT (EARNEST MONEY DEPOSIT)	INR. Rs. 1,25, 000/- (Rupees One lakh twenty five thousand only) Details given at Clause No.14 of Chapter-II of the Tender Document

		The amount of Earnest Money shall be deposited along with tender bids, by way of Irrevocable Bank Guarantee with validity of 7 months from the date of opening of the Part-I, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) in favour of “The Bisra Stone Lime Company Limited” at Birmitrapur. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD / Bid Security Deposit.
J.	VALIDITY OF PRICE BID	180 days from the deadline for submission of bid.

(Signature of Business Head)

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

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

CHAPTER - II

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

The Bisra Stone Lime Company Limited (BSLC), a Government of India Enterprise under Ministry of Steel, is having substantial reserves of Dolomite & Limestone within its leasehold area in Birmitrapur, District – Sundargarh, Odisha. BSLC invites offers from reputed and experienced agencies for “Mineral Exploration for 67 nos. of diamond core drilling works and chemical analysis of core samples at NABL lab as per scheme of mining at Birmitrapur Limestone & Dolomite Mines within lease area of 793.043 ha. of M/s Bisra Stone Lime Company Limited, Birmitrapur”.

1.0. SCOPE OF WORK:

1.1. DIAMOND CORE DRILLING:-

- a) The core drilling will be done in NX/BX/NQ/BQ series of drilling rigs.
- b) There will be 35 nos. of boreholes in Dolomite area and 32nos. of borehole in Limestone area.
- c) The borehole will be drilled at angle of 45° across the dip direction.
- d) Depth of the bore will range from 60 meters to 100 meters.
- e) Shifting of drilling rigs will be done by Agency by making suitable approach road.
- f) Core logging and sample preparation will be done by Agency with consulting the BSLC Geologist.
- g) The agency will supply the G.I. core boxes for preservation of half core with proper marking borehole nos, depth, RL etc.
- h) The Agency will prepare sump for keeping the water for drilling work.

- i) They will arrange pumping and transportation of water to drill site.
- j) The agency will provide and arrange to fix borehole point pillar of size (20cm x 20cm x 40cm) and mark the borehole number, RL, Coordinate, location & Grid as per scheme of mining. .
- k) The Agency will provide the charges, compensation, rent etc. to be paid to the local bodies or private land owners for allowing drilling works with the help of BSLC representatives.
- l) The Agency shall provide all data in soft copy and hard copy.
- m) Core photography of all the boxes.
- n) Preparation of detailed report on exploration carried out along with reserve and resource estimation in compliance with UNFC classification as per IBM norms.
- o) Two separate estimates may be taken for NQ/NX and BQ/BX size core drilling as both have different estimates per unit in the market.

1.2. CHEMICAL ANALYSIS:-

- a.) The samples shall be prepared as per standard procedure and chemical analysis of the sample must be done in the valid NABL Accredited Laboratory.
- b.) The parameters/radicals like SiO₂, MgO, CaO and alkalis will be analysed for each sample supplied by BSLC.
- c.) The borehole wise analysis certificate to be prepared in NABL pad
- d.) The Agency shall provide all data in soft copy in CD/DVD and hard copy duly sealed and signed.

1.3. QUANTUM OF PROJECTED WORK:

The tenderer desirous of carrying out core drilling work has to undertake the following ancillary work of the core drilling.

- a) Survey for location of Bore/drill hole points as per approved mining plan or as advised by the Site Geologist/Camp In charge/ Sectional Head of Geology of respective region.
- b) Measurement of co-ordinates, RL of drill holes and drawing of profiles along each completed drill hole section by way of field survey.
- c) Drawal and processing of drill core samples as advised by the Site Geologists/ Camp In charge/Sectional Head of Geology.
- d) The core drilling of bore hole work will be executed under supervision and direction of Geologists of the BSLC.

2.0. SPECIFICATIONS

The core drilling work shall be taken up by the agency as per following specifications:

- i) **Size of hole/core:** The holes shall be drilled in NQ/NX or BQ/BX sizes.
- ii) **Inclination of hole:** The bore holes shall be mostly inclined at 45° as per direction of Site Geologist.
- iii) **Depth of hole:**
 - a) For **Limestone & Dolomite**, the depth of bore hole may be varies 60 meters to 100 meters depth (at times less) as per the site conditions. It is required to provide drill machines of advanced model having efficiency/ capability to drill above depth of bore holes.
 - b) Depth of closure of each bore hole shall be advised/decided by the concerned Site Geologist/ Camp In-charge or if required by respective Head of Geology.
- iv) **Recovery of core:** Recovery of core should be minimum 90% in ore zone and 70% in other formation, with overall core recovery being minimum 80% per drill hole. This will be certified by the concerned site Geologist / Camp in-charge. The detail core logs to be maintained in the register by the site representative of the agency, which will be countersigned by site Geologist of BSLCo Ltd. on daily basis.
- v) **Type of Drilling:** Dry/Wet drilling using triple tube core barrel with appropriate drilling mud/polymer is preferred. Wet drilling by double tube core barrel or dry drilling is also acceptable provided the core recovery satisfies the norms as at **clause-iv**.
- vi) **Preservation of Core:** Core/sludge recovered as per run shall be preserved in G.I. Core boxes with proper labelling of depth/length of core and handed over by the agency to the Site Geologist / Camp In charge. The core boxes are to be supplied by the agency. The core boxes should be of appropriate size with suitable size partition/cabinets to accommodate different size of core recovered (NQ/NX, BQ/BX) and preserved in original shape without breaking/ alteration.
- vii) **Sampling:** The agency shall draw samples from the core and process it for analysis as per standard procedure under the guidance of the Site Geologist. Each sample shall be reduced to an appropriate quantity by following the standard sampling procedures such as homogenizing, coning, quartering and pulverizing into 100/200 mesh and prepared into four packets of 50gm each. The final sample packets shall be properly labelled with BH Number, sample run and handed over to the concerned site Geologist/camp in-charge.
- viii) **Bore hole pillaring:** Each completed drill holes shall be marked with a concrete pillar indicating the bore hole number, location, coordinates and RL, under the guidance of the site geologist/camp in-charge.
- ix) **Plans and Sections:** Completed drill hole sections showing the ground profile and location of the holes along the section drawn in 1:500 scale on a graph tracing film (100µ) with two hard copies/blue prints & soft copies shall be submitted by the

agency to the concerned Site Geologist / Camp In-charge from time to time as per requirement and advice of Site Geologist/ Head of Geology.

- x) Deviation Survey: Deviation of drill hole both in inclination and azimuth shall be measured with suitable/standard instruments at every 30 meter length of each drill hole or as desired by site Geologist in case of inclined bore holes. Deviation survey is to be conducted by the agency by using modern tools (i.e. digital bore hole camera). Acid etching method shall not be accepted. Deviation survey results of bore hole are to be recorded by the agency and to be certified by the Site Geologist of respective region.

The drilling and the ancillary work, as per specification above, will be executed under the supervision and direction of the Site Geologist / Camp In charge/ Head of Geology of respective region.

Note: Depending upon the field conditions, BSLC Limited reserves the right of changing the technical parameters including depth of drilling and specifications.

3.0. AREAS OF OPERATION:

The location of drilling operation will be at **ML of BSLC** at Birmitrapur Limestone & Dolomite mines of Birmitrapur, Dist: Sundargarh, Odisha, which shall be identified and intimated in writing through maps/sketches/drawing by the Head of Geology with the approval of the competent authority.

4.0. CONTRACT PERIOD

4.1. The initial **period** of contract shall be for 1 (one) year from the date of issue of LOI/Work order, which may be extended at the sole discretion of the management and satisfactory performance for further one year at the same rate terms and conditions on the request of the agency.

4.2. The **work** shall be awarded to the selected L-1 agency through this tender. The period of **work** shall start from the date of issue of work order/LOI. The agency has to achieve at least 50% of the **total number of holes** awarded work target within six month from the date of issue of work order.

5.0. DATE OF COMMENCEMENT OF JOB:

The agency shall commence the work within **30 days** after receiving the Letter of Intent.

6.0. EARNEST MONEY DEPOSIT (EMD) :

6.1. Tender must be accompanied by an EMD in form of RTGS Receipt / DD / PO / BG of Rs 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmitrapur A/c No.11275000131 of SBI and IFSC Code SBIN0004860 or irrecoverable Bank Guarantee for an equivalent amount from any nationalized bank/scheduled commercial bank in the prescribed format (Format enclosed) favoring The Bisra Stone Lime Company Ltd, Birmitrapur.

6.2. In case of submission of irrevocable BG, it should be valid for a period of 13 (thirteen) months from the tender opening date. The validity of BG is to be extended depending on the need.

6.3. The EMD amount shall not bear any interest. In case any short-listed party denies accepting the work order / contract or fails to commence work within **30 days of awarding LoI/Work Order their EMD shall be forfeited.**

6.4. Tender Bid without EMD shall summarily be rejected.

6.5. Earnest Money Deposit of the unsuccessful tenderer will be refunded / returned within 1(one) month after finalization of the tender.

6.6. EMD of successful Tenderer will be converted into Security Deposit and in case of submission of irrecoverable BG, the successful Tenderer will have to extend the validity period of the EMD BG till the end of one year after expiry of the contract period.

6.7. NSIC/Govt. Organization who are exempted for EMD, after opening of price bid, if the party in this category is selected as a lowest bidder (L1), they should submit the full value of EMD, which will be converted into Security Deposit within 10 working days from the date of opening of the price bid.

7.0. SECURITY DEPOSIT (SD) :

Recovery of Security Deposit @ 5 % of the value of the work done shall be made by the BSLC on the gross value of the running Bills of the contractor till successful completion of the job. The security deposit shall be released / settled after successful completion of tendered work and on receipt of clearance certificate from concerned Mines Manager/Business Head.

SD may also be accepted in the form of BG (PSU Banks/Scheduled commercial banks), which may be assessed quarterly or bi-annually.

8.0 ELIGIBILITY CRITERIA:

8.1. In order to qualify in the Techno-Commercial Bid, the Tenderer must submit the followings and/or documentary evidences wherever required:-

- a) Cost of Tender Document of Rs. 1,050/-
- b) Earnest Money Deposit of Rs 1,25,000/- (Rupees One Lakh Twenty Five Thousand only)
- c) Income Tax Return of last 03 years duly certified by a Chartered Accountant.
- d) The tenderer must produce the proof of ownership of the equipments. In case of partnership firm ownership in the name of partner may also produce.
- e) The agency must produce the valid NABL certificate of the chemical laboratory through which the chemical analysis will be done.
- f) The intending tenderer must have in its name as a prime contractor/Agency and having successfully executed and completed works of similar nature (i.e. Mineral Exploration of diamond core drilling works and chemical analysis of core samples) and must produce the document as follows:
 - i) Three similar completed works consisting not less than the amount equal to Rs 72.00 lakhs.
OR
 - ii) Two similar completed works consisting not less than the amount equal to Rs 90.00 lakhs.
OR
 - iii) One similar completed works consisting not less than the amount equal to Rs 144.00 lakhs.
- g) The Tenderer shall be financially sound and should have achieved an average turnover of minimum Rs 2.00 Crore in the last 05 years starting from 2012-13 to 2016-17.

i) The Tenderer shall submit following documents in respect of turnover as under duly certified and stamped by his authorized signatory:

ii) Copies of audited profit and loss accounts accompanied by relevant schedules for turnover figures of last 05 years.

iii) Copies of Income tax Return of last three years.

8.2. In respect of the above eligibility criteria the tenderer are required to furnish the following required information and documents with their Bids (copies of all documentary evidences are to be duly authenticated by the tenderer/constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's Letterhead.)

a). Agreement /Work Order of each work along with work completion certificate to be considered for eligibility.

b). Executed Value of work against each experience. Percentage (%) share of each experience (100% in case of an individual/proprietary firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture).

c). A certificate duly certified by a Chartered Accountant indicating the source of Working capital (Banker's certificate or Audited Balance Sheet for the latest financial year.)

d). PAN numbers of all the members/partners in case of joint venture.

e). Income Tax Return of last 03 years duly certified by a Chartered Accountant.

f). All signed declarations are to be made in the Tenderer Letterhead.

g) Registered Partnership Deed in case of a Partnership Firm or Memorandum of Association and Article of Association in case of a Joint Stock Company, or Proprietorship Certificate duly certified by a Notary Public on a Stamp Paper of requisite value in case of proprietorship firm is to be enclosed.

h). The agency must have GST Registration Number, & P.F Code. Copies of GST Number & P.F Code are to be enclosed.

i). The tenderer before submission must sign each page of the Tender Documents. Otherwise the tender will be treated as invalid.

j). A declaration to be submitted that the Tenderer has carefully read all terms and conditions of the tender document and he / she is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure – III). Non submission of Annexure -III in the given format will lead to disqualification.

N.B-

A). Sub contractors' experience and resources will not be taken into account in determining the tenderer compliance with qualifying criteria.

B). Even though the tenderer meets the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, **even at a later stage and the contract will be null & void.**

C). An undertaking, in Company /firm's Letterhead is required stating that, the party has not been debarred/blacklisted by BSLC or any other State or Central PSUs at any point of time.

9.0. EVALUATION OF THE BIDS:

9.1. **The Part-I Techno Commercial Bid:** Parties, who will fulfill all requisite conditions of eligibility clause of this document, will be construed as technically qualified and may be considered for opening of Part-II Price Bid.

9.2. **The Price Bid of Technically qualified Tenderer shall be evaluated in the light of total composite L-1 vale quoted by the Tenderer in the price bid.**

10. AWARD OF CONTRACT:

10.1. The Company reserves the right to accept or reject any or all tenders. The Company may not split the work order. Award of contract may be on L₁ Party only;

10.2. Award of contract shall be made at the absolute discretion of BSLC 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.

10.3. BSLC also reserves the right not to award tender to L-1 Bidder and may cancel the whole tender process without assigning any reason or without any liability to any one, whatsoever. In such an eventuality Tenderer will have no claim against the BSLC whatsoever.

11.0. OPERATION:

11.1. Deployment of equipments and their operations for the purpose of undertaking the job as per scope of work will be guided by the Mines Manager or any other officer nominated by the Business Head of BSLC. No equipment will enter the mines of BSLC or be taken out from the mines of BSLC without written permission of the Mines Manager. Mines Manager will ensure the roadworthiness and safety condition of the equipment, Road Tax, Insurance, Fitness, etc., of as well as validity of driving licenses of the operators.

11.2. Authorised representative to be deployed by the Agency to follow the instruction of Mines Manager/Geologist or his authorised Representative.

11.3. The tenderer shall make his own security arrangement for safety and security of men and machineries at his own cost.

11.4. Agency will bear the cost of operation and spares & consumables for maintenance of the equipment such as POL, HSD, Lubricants, tools & tackles, salary & wages of operators & helpers and other labours and they will follow all the laws relating to engagement of skilled and unskilled labour as well as safety rules applicable for use of equipments.

12.0. NORMS OF MEASUREMENT:

The unit of measurement of drilling work done will be the meter and sample testing work in numbers only.

13.0. PAYMENT AND SETTLEMENT OF BILLS:

Payment will be released on monthly basis against the completed work in respective month. The monthly bill will be checked & verified on the basis of following statements:

13.1. Copy of output drill hole Register signed by the Geologist of BSLC. The Agency will submit the bills along with borehole chemical analysis report to The Head of the Geology, who will forward the above bills with his recommendations to the Sr. Manager

(Mines), Head of Personnel, Head of Finance, for verification and certification at their end before forwarding to the Business Head.

13.2. Payment will be made by Finance Department after deduction of GST, TDS, Security Deposit & Penalties, etc., if any, within 45 days of receipt of submission of bill completed in all respect.

13.3. GST, if applicable, shall be reimbursed extra on the bill value at applicable rates.

14. PERFORMANCE GUARANTEE:

The agency has to submit an irrevocable Bank Guarantee in favour of The Bisra Stone Lime Company Limited for an amount of Rs 2,00,000/-(Rupees two Lakhs) having validity period of 12 months from the date of issue of LOI/Work Order. 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/ statutory obligation and liabilities. However, this does not absolve the agency from his statutory contractual liabilities or otherwise which may be found more than the amount of Bank Guaranty.

15.0. TAX DEDUCTED AT SOURCE:

Income Tax and other taxes 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.

16.0. FINAL BILL

Final bill will be recommended by Business Head for release of payment along with Security Deposit after certification that, the Agency has complied with all the liabilities with respect to provident fund, minimum wages, bonus, retrenchment benefits, and adequate compensation towards accidental injuries / death etc., to the respective workmen engaged by the said agency. Final bill will be released by Finance department within 90 days receipt of completed set of certified bills.

17.0. TERMS OF PAYMENT

17.1 Monthly RA bills in triplicate in respect of completed drill holes along with the analysis certificates from NABL laboratory will be submitted by the agency to the Head of Geology of BSLC for certification:

i) Volume of work and quality of work shall be certified by the Geologist of BSLC of work completed in compliance to different conditions as in clause no. 1,2, 3, 6,7, .& 10 of the tender schedule of chapter-II.

ii) Compliance of statutory returns & payments made by the agency shall be certified by the concerned Mines Manager/Manager Personnel.

The Head of the Geology will forward the above bills with his recommendations to the Sr. Manager (Mines), head of Personnel, head of Finance, for verification and certification at their end before forwarding to the Business Head.

17.2. The monthly running bill amount in respect of completed drill holes would be released by the concerned Business Head, BSLCo. Limited after deduction of 5% of the bill value towards Security Deposit (SD) & penalty if any as per the recommendation of the Site Geologist / Camp In-charge/ Manager Personal and Head of Geology of the respective Region, BSLC Limited, subject to all kinds of permissible recovery. On completion of each bore hole the depth will be measured in presence of Site Geologist, Mines Manager, and Surveyor & Head of Geology.

17.3. On completion of the total work, 5% SD so deducted from RA Bills shall be released on recommendation from the Site Geologist, Mine Manager, Surveyor & Head of Geology, Birmitrapur subject to clearance of all dues, liabilities or any other outstanding dues against the agency on account of the allotted work. A check list duly signed by Site Geologist, Mine Manager, and Surveyor & Head of Geology has to be deposited alongwith bills.

17.4. A work completion certificate of the Site Geologist, Mine Manager, Surveyor & Head of Geology is also to be furnished.

17.5. Income Tax and Education Cess etc. as applicable shall be deducted from the R/A bills.

For payment minimum 90% core recovery in the ore zone and 70% in other formation with overall core recovery of 80% (average) per bore hole will be considered. Payment on prorata up to 80% of core recovery in a bore hole will be allowed. However, for overall core recovery of below 70%, no payment shall be made.

18.0. PENALTY

Penalty shall be imposed as below.

- a) If the qualified L-1 bidder does not accept the 1st LOI /work order in respect of any ML of a Region/package at the approved L-1/ negotiated price the work shall be terminated with forfeiture of EMD.
- b) In case the agency fails to start the work within one month including mobilization period, the contract may be terminated along with forfeiture of the EMD at BSLC option.
- c) After starting of work in any ML/ MLs of a region, if the agency fails to deposit SD for awarded work of other MLs of that region within stipulated time of one month after award of work, the RA bills of other working ML of that region shall be withheld.
- d) In case the agency fails to achieve the target within the stipulated time period as per the LOI/work order, penalty @Rs 5,000/- per day shall be recovered. The amount will be recovered from the RA bills, SD and/or EMD deposited with BSLC.
- e) In case of delay and/or shortfall in achievement of target caused due to reasons beyond control of agency, penalty may be waived subject to approval of Chairman/CMD/MD of BSLC Ltd.

19.0. RESPONSIBILITY OF THE AGENCY.

- a) The agency will observe and submit necessary statutory returns as applicable under Mines Act, 1952; EPF Act, 1952; C. L. (R&A) Act, 1971; MC Rules, 1961; MCDR, 1988; Forest Act, 1980; Environment Protection Act, 1986; other Acts and rules applicable from time to time during the work period. This has to be reported to the Sectional Head of Geology / Mines Manager/ Labour Welfare in-charge of respective Mines.
- b) The agency will provide all safety equipments to the workers and take necessary measures for safety.
- c) The agency will provide necessary medical facilities to its workers and provide drinking water at its own cost.

- d) The agency shall report immediately to the Mines Manager/ Head of Geology/camp In-charge in case of any major or minor accident to his worker or staff.
- e) The agency shall be liable for payment of compensation to workers under Workmen's compensation Act, 1923. Any payment, if made by BSLC, shall be reimbursed if not deducted by BSLC from the agency's dues.
- f) The agency will make all necessary arrangements for commencement and carrying out of the drilling work by its own resources in accordance to the specifications, terms and conditions indicated herein.
- g) The agency must engage minimum 02 (two) numbers of drilling rigs for carrying out exploration work simultaneously in two different locations.
- h) Concrete pillars are to be constructed by the agency for the completed holes and details will be written on the concrete pillar indicating the drill hole number, location coordinates and RL under the guidance of the Sectional Head of Geology /Camp In-charge.
- i) The agency shall undertake necessary survey work required for locating the bore holes on the ground as per the supplied approved plan, measurement of the co-ordinates, RL of the completed holes and profile of each drill section etc. as per the advice of the Sectional Head of Geology / Camp In charge.
- j) GST Tax as applicable shall be paid extra by BSLC. The agency will deposit GST relating to the work regularly with the GST authority & submit the deposit receipt against his claim.

20. RESPONSIBILITY OF BSLC

- a) The BSLC site representative (Sectional Head of Geology /Camp In-charge) will show the area and drill hole locations and water source broadly as per the bore hole proposal or as advised by Site Geologist / Camp In-charge / respective Sectional Head of Geology.
- b) The Mines Manager / Manager Personnel of the respective mines (as the case may be) & the camp in-charge / Sectional Head of Geology will verify all the statutory records/ returns of the agency from time to time.

c) The format for daily as well as weekly progress report of the drilling work along with the logging report shall be provided by the Sectional Head of Geology /Camp In-charge.

21. REPRESENTATIVES

The agency will declare the name and designation of its site representative who shall be responsible for execution of the work and will act according to the instruction of the representative / authorities of BSLC.

22. GENERAL

22.1. BSLC Limited reserves all the right to terminate the Agreement/Work Order at any point of time if the progress, precision & quality of the core drilling work are found not to be satisfactory during the periodical assessment and in case of stoppage of drilling work due to reasons beyond the control of BSLC.

22.2. The decision of the CMD/MD, BSLC Limited shall be final and binding in case of any dispute that may arise during the period of this work or in connection with the agreement/ contract.

23. OTHER TERMS & CONDITONS

- a) It shall be the agency's responsibility to set up the camp for providing necessary accommodation to its drilling personnel nearest to the drilling site at respective mining lease. Management of the camp affairs, providing logistic support including supply of water to the drilling personnel at camp shall be the responsibility of the agency.
- b) Preparation of approach road for mobilization of men and machinery to the drilling site and other required materials shall be the responsibility of the agency.
- c) The agency is to take up the drilling work as per the direction of concerned Site Geologist /Camp In-charge/ Mines Manager or Sectional Head of Geology and is answerable to them.
- d) The site in-charge of the agency maintained the daily, weekly and monthly progress report of the drilling work with duly certified by Site Geologist/Camp In-charge. A copy of monthly progress report must be forwarded to Manager (Geology) /Head of Geology within first week of succeeding month by the agency, duly certified by Head of Geology.

- e) The drilling should be undertaken as per the LOI/ worked order issued ML wise / region wise & specifications given in the tender schedule. Any deviation to the same without written consent of BSLC will lead to termination of the contract or cancellation of the particular hole. However, depending upon the field conditions, **BSLC Limited** will reserve the right of changing the technical parameters in case of requirement.
- f) In case the agency fails to achieve the desired specification or abandons a hole before the required depth, another hole adjacent to the incomplete hole would be taken up at the cost of agency as directed by the Head of Geology /camp in-charge and no cost for the incomplete hole shall be paid by BSLC.
- g) The core /sludge should be collected with utmost care at the time of drilling and shall be preserved in properly partitioned 24 gauge G.I. core boxes (**to be supplied by Agency**) with necessary labeling of the runs/depth under the direction of the site geologist/camp in-charge. Details of the hole, box number, length of core etc. are to be written on the outer and inner side of the core boxes. The core boxes are to be delivered to the respective Head of Geology /camp in-charge at the respective Prospecting Camp.
- h) Necessary survey work required for locating the bore holes on the ground as per the supplied approved plan, measurement of the co-ordinates, RL of the completed holes and profile of each drill section etc. shall be done by the agency as per the advice of the Head of Geology / camp in-charge.
- i) A register is to be maintained at drilling site (rig-wise) on daily basis to record bore hole wise / run-wise drilling logs, indicating the size of core barrel/casing used, the percentage of core recovered and the process of core drilling (dry/wet in D T or T T method etc.) for convenience of supervision and preparation of summarized log with above data (bore hole wise). Summarized logs in respect of completed bore holes with abstract of above data must be submitted to Camp In charge and Head of Geology along with the monthly bill of the agency.
- J) The agency has to quote a base price per meter for 100 Meter depth core drilling work from Ground level. Thereafter for every additional 50 Meter depth of core drilling 1% increase over the **initial base price** (with out escalation) shall be paid.

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

**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH
ODISHA - 770033**

**REGD. OFFICE: AG-104, SOURAV ABASAN, SECTOR-II, SALT LAKE CITY
KOLKATA - 700091**

**CHAPTER - III
GENERAL CONDITIONS**

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

1.0. 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 performed 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 performed by the tenderer;
- d. **Techno-Commercial Bid**: Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the Tenderer for consideration of the Price Bid;
- e. **Scheduled Rate**: Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format 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. **Contractor:** Contractor means the person or society, firm, Company whose tender has been accepted by BSIC.
- h. **BSLC:** BSLC means “The Bisra Stone Lime Company Limited” A Company incorporated in India and having its registered office at Saurav Abasan, 2nd Floor, Sector-II, Salt Lake, Kolkata-700 091, which is alternatively used as the “Company”.
- i. **Employer:** Employer means BSLC
- j. **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD.
- k. **Business Head:** Unit Head of BSLC at Birmitrapur is known as Business Head or his / her Authorized Representative.
- l. **Taxes:** Taxes means Income Tax, Surcharge, GST, Cess Tax, Value Added Tax, Entry Tax and any other Tax, Levy, Fees, Cess imposed by the Government from time to time.

2.0. SUBMISSION OF TENDER:

2.1. The Tender documents complete in all respect shall be submitted in 2(two) parts i.e. Part-I (Techno Commercial Bid) and Part – II (Price Bid) sealed in 2 (two) separate envelopes clearly Super-scribing “Techno-Commercial Bid” & “Price Bid” on the respective envelopes.

2.2. Prescribed Earnest Money in shape of DD/Bankers Cheque/ Pay Order/ Bank Guarantee & Cost of Tender document in shape of DD/Money receipt is to be put in a separate envelope duly sealed and super scribed with the word “Earnest Money Deposit & Cost of Tender Document”.

2.3. All the 3 (three) envelopes containing Part - I, Part – II, Earnest Money & Cost of Tender shall be put in a 4th (fourth) 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 BSLC Ltd, At/P.O. – Birmitrapur, Dist. Sundargarh, Odisha, PIN-770033.

2.4. The Last date of submission of Tender in the Tender Box of the Company shall be as mentioned in the Clause no.4 (salient features) of Chapter – I.

2.5. Bids received after 3.30 PM will be rejected.

2.6. 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.

2.7. Any tender containing clerical or arithmetical mistakes may be rejected.

2.8. 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.

3.0. OPENING OF TENDER:

3.1. The Technical bid **part-I** shall be opened on 13/03/2018 at 3.30 PM, soon after submission of the Tender, in General Office, BSLC, Birmitrapur, Dist. Sundargarh, Odisha.

3.2. **Part – II** i.e. Price Bid of the Tenderer, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date and time in General Office of BSLC, Birmitrapur, Dist: Sundargarh, Odisha, which will be intimated to the Tenderer in due course. Both the technical bid and price bid shall be opened in the presence of the Tenderer or their accredited representative.

4.0. OFFER VALIDITY PERIOD:

The offer price shall be valid for a period of 180 days from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

5.0. RATE TO BE QUOTED:

Tenderer are required to quote their rates against bill of quantities provided in the price bid. The rates so quoted for the scope of work of the **Drilling and sampling & testing** shall be inclusive of cost of all consumables, salaries & wages of work force, tools & tackles, deploying manpower for ancillary works etc. along with all taxes and duties but exclusive of GST which will be paid extra at applicable rates.

6.0. WORKING HOURS:

All operation related to drilling and sampling shall be done on all working days from Monday to Saturday. On Sunday (which is the weekly day of rest) & on any holiday operation will remain suspended.

7.0. SIGNING OF CONTRACT:

The successful Tenderer shall be required to sign an agreement with the Company within 30 days of the issue of LOI or within such extended period as may be specified by BSLC. In case the tenderer fails to sign the agreement within the stipulated time, will have right to terminate the contract without prejudice to all legal remedies available to the Company to recover losses from the successful Tenderer which it may suffer for no commissioning of the work by the successful Tenderer and forfeit the EMD of the Tenderer. In such case the Tenderer will stand debarred from future participation in any tender of the Company or the group companies.

8.0. INTEGRITY PACT:

Integrity Pact will be signed with the successful Tenderer as per Annexure - I. Non-signing of the integrity pact may lead to the cancellation of the contract at the cost of the buyer and the Company will forfeit the EMD.

9.0. TERMINATION OF CONTRACT:

BSLC reserves the right to terminate the contract either in part or in full due to reasons for not fulfilling the contractual obligations as per work order/agreement, unsatisfactory performance, bad working, indulgence in corrupt practices and theft of the Company's properties or any other abnormalities noticed during the operation of work. BSLC shall in such event, give immediate 60 days notice in writing to the agency for the termination of the contract. In such case, contractor will continue to be liable for the notice period and the work done during the contract period.

10.0. FORCE MAJEURE:

10.1. The Contractor shall have no claim whatsoever against the Company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Government requisition, Govt. order or statutory action of any Govt. agency or any cause of whatever nature or description beyond the control of the Company.

10.2. Either party affected by the force majeure will provide notice of happenings of any such eventuality to the other party within 7 days from the date of occurrence and failure will not give any benefit.

10.3. The Contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the Company shall be sole judge.

10.4. If the performance in whole or part of any term/obligation under the contract is prevented or delayed by any such eventuality for a period exceeding seven days of escalation of above events the contract may be terminated at the discretion of the Company.

11.0. DAMAGE TO BSLC PROPERTIES

The Tenderer will be fully responsible for any loss/damage that may be caused to the premises, equipment, machinery, and other installations of BSLC in the course of removing the material bought by the buyer. The buyer will be fully responsible to reimburse all damages as may be determined by BSLC.

12.0. ILLEGAL GRATIFICATION

Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the Tenderer /customer or his partner, agent, or servant to any officer, servant, representative, or agent of the Company in relation to the obtaining or to the execution of this or any other contract with the Company for showing or for bearing to show favor or disfavor to any person shall be resulting into the cancellation of this contract.

13.0. DEVIATION:-

Deviations sought by the Tenderer whether they are commercial or technical must only be given within the schedule prescribed. Any willful attempt by the Tenderers to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules, may render the bid itself non-responsive and liable for rejection. Any incomplete tender or conditional tender received shall also be liable for rejection.

14.0. ASSIGNMENT

This Agreement is not assignable and non-transferable.

15.0. LAWS GOVERNING THE AGGREEMENT:

15.1. The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued by the Govt. from time to time.

15.2. Chapter I, Chapter II and Chapter III will be integral part of the tender document/agreement.

16. CONFIDENTIALITY:

Absolute secrecy is to be maintained by the Tenderer in respect of any information or other technical details that the buyer may come to acquire during the course of the contract.

17. INSTRUCTION TO TENDERER:

17.1. 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. Sundargarh, Odisha, PIN-770033 on or before the time mentioned in the tender notice. The Tenders will be opened soon after on the same day. But the date of opening of the price bid will be intimated to the Tenderer and rates will be read out in presence of the Tenderer or other representatives as are present.

17.2. Tenders sealed and super scribed as above may also be sent by hand. A tender 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.

17.3. 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.

17.4. Tenderer quoting rates at any place other than price bid prescribed in the tender schedules will be liable to rejection. Tenders not received in the prescribed form as specified therein and without earnest money at the time of opening will be summarily rejected.

17.5. 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, if 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.

17.6. Any tender containing clerical or arithmetical mistakes may be rejected.

17.7. 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, withdraws 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.

17.8. The successful tenderer shall make his own arrangement for all materials except as specified in the contract (if any).

17.9. By submitting a tender for the work a Tenderer 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, Octrai ,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.

17.10. Tenderer must also submit with the Tender copies of testimonials with regard 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.

17.11. The details of works of similar type and magnitude carried out by the Tenderer must also accompany the tender.

17.12. 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 specify 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.

17.13. 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 under general condition of contract.

17.14. 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.

17.15. No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.

17.16. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderer, who resort to canvassing, will be liable to rejection

17.17. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderer, General conditions of contract special conditions of contract specifications, 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.

18.0. OBLIGATION OF THE CONTRACTOR:

18.1. Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg-guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his entitled workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, the Mines Manager shall procure the safety equipments and supply to the workers of the contractor(s).The cost of procurement plus 17.5% of Service Charges as usual charges of supervision etc., shall be recovered from contractor(s) dues or otherwise;

18.2. The Contractor shall work as per provision of Mines Act, 1952 Mines Rules 1955 & metalliferous Mines Regulations 1961 & Environment Guidelines issued by the State Pollution Control Board, Odisha, Mining Plan approved by IBM & the instructions given by DGMS in 11th National Mines Safety Conference. Necessary statutory permissions from the DGMS, OSPCB and other Govt. Authorities will be obtained by the tenderer with the supervision of concern BSLC officials and the norms will be maintained by the Agency throughout the tenure of the contract.

18.3. 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 will be entertained by BSLC on his 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.

18.4. The Contractor shall maintain a Log-Book regarding deployment of equipments, running hours, etc. under instruction of the Mines Manager and submit the daily report to the Mines Manager of BSLC if required.

18.5. The contractor shall abide by all Industrial & Labor Laws applicable to Mines.

18.6. The Contractor will indemnify BSLC for any loss or damages BSLC may suffer, due to default or negligence in part of the contractor or its employees.

18.7. The Contractor will be responsible for payment of salaries & wages, extra wage, bonus, leave wages, retrenchment compensation, provident fund, Employees State Insurance (ESI), medical benefits, accommodation, transport facilities, accidental insurance towards injures / death benefits to the tune of Rs. 5 Lakh per workmen and

BSLC will not be responsible other than, payment of monthly bills against actual lifting at the contacted rate

19.0. LEGAL & MISCELLANEOUS OBLIGATION:

19.1. The Contractor will have to maintain all statutory forms, records, registers, licenses and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. The payment, safety, training, compensation, and bonus of personnel employed for this job shall be according to laws governing such type of works.

19.2. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating machineries and ancillary activities.

19.3. The Contractor shall report occurrence of all accidents in the Mines including particulars of his Employees involved and effect payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities. In the event of Contractors failure to pay to the respective workmen / deposit the required sum with the Commissioner / respective authorities the due amount of minimum wages, bonus, compensation / payable under the Workmen's Compensation Act / Provident Fund Dues / Accidental Compensation etc., the Company shall have the right to set as the relevant amount from the Bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.

19.4. The contractor shall be responsible to comply the provisions under the Mines Act- 1952 , the Mines Rules- 1955 & Metaliferous Mines Regulations -1961 framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works connected with

the operation of mines. Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the Company as deemed fit, including termination of the contract.

19.5. In the event of the Company sustaining any loss by reasons of any damage to any of its property which in the opinion of the Company is due to the negligence or carelessness of the contractor or his employees, the Company shall be entitled to recover from the contractor(s) and the contractor will pay to the Company the full amount for such loss. The amount of any such loss as certified in writing by the Company or its agent is final and binding on the contractor.

19.6. No part of the contract shall be sublet without written permission of the Business Head of the Company or transfer is made by Power of Attorney authorizing others to receive payment on the contractor's behalf.

19.7. With regard to execution of this work, the contractor shall abide by the direction of Mines Manager.

19.8. The Contractor shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 & MMDR Act, 1957 & rules/regulations/guideline framed there under and amended from time to time by the Central Government and Mining Plan as approved by IBM and the Pollution Norms stipulated by OSPCB.

20.0. ARBITRATION:

20.1. For tenderer other than PSU:-

In the event of any dispute or difference between the buyer & seller, 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 seller, 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.

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.

20.2. For PSU:-

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.

21.0. NON-CIRCUMVENTION AGREEMENTS:

The Tenderer undertakes not to interfere or even attempt to interfere with the running of the business of the Company in any way whatsoever.

22.0. COUNTER OFFER:

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

23.0. OTHER CONDITIONS:

23.1. All the equipment(s) to be deployed by the Tenderer should have proper insurance coverage throughout the contract period.

23.2. The agency must have GST Registration Number & P.F Code Number. Copy of GST number & P.F Code Number are to be enclosed.

23.3. The operator /Driver deployed on Machinery must have valid Driving License.

23.4. The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.

23.5. A declaration to be submitted that the Tenderer 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 (Annex. – I)

23.6. All staffs to be employed under agency shall take mine Vocational Training at VTC as per Mines VT Rule 1966.

23.7. The agency shall comply with all the statutory guidelines of 11th National Safety Conference issued by the D.G.M.S., Dhanbad.

23.8. All staffs to be employed under agency shall undergo Initial Medical Examination (IME) at our Company hospital.

23.9. The agency shall provide four wheeled vehicle during the work for his supervisory work to avoid use of two wheelers inside the mines.

24.0. RISK PURCHASE:

In the event of failure to fulfill the contractual obligations as per Work Order/Agreement /Contract, the Company reserves the right to make the contractual obligations carried out by alternative arrangement at the sole risk and cost of the contractor and the Company shall recover from the Tenderer any additional cost involved therein. The EMD/Security Deposit amounts and Performance Bank Guarantee of the agency shall be liable to be forfeited in case of failure to execute/complete the job as per Contract Agreement/contractual terms & conditions within contract period or within such extended period approved by the management.

25.0. EXIT CLAUSE:

Either party/BSLC has right to exit from this contract /agreement by serving notice in writing of at least 90 days without assigning any reason.

(Note: Submission of any forged /fake document(s) will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded and forfeiture of EMD / SD / Performance BG).

Sd/-

BUSINESS HEAD, BSLC.

BUSINESS HEAD

ANNEXURE-I

THE BISRA STONE LIME COMPANY LIMITED

PART-I

TECHNO COMMERCIAL BID

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

Sub: MINERAL EXPLORATION FOR 67 NOS. OF DIAMOND CORE DRILLING WORKS AND CHEMICAL ANALYSIS OF CORE SAMPLES AT NABL LAB AS PER SCHEME OF MINING AT BITMITRAPUR LIMESTONE & DOLOMITE MINES WITHIN LEASE AREA OF 793.043 HA.OF M/S BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR

SL NO	PARTICULARS	INFORMATION BY TENDERER
01	Name of the Tenderer	
02	Address of the Tenderer	
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 1,050/-(Rupees one thousand fifty only) in shape of DD in favour of “The Bisra Stone lime Company Limited” payable at	MR/BC/DD NO: Date: Drawn on: Amount:

	Birmitrapur.	
07	Whether the agency has enclosed EMD of Rs 1,25,000 (Rupees One Lakh Twenty Five Thousand only) in shape of crossed DD/PO/BC/BG in favour of “The Bisra stone lime Company Limited” payable at Birmitrapur. (In case of BG, Details of BG No. date, Validity, value, Bank name etc to be furnished).	<u>DD/PO/BC/BG No :</u> <u>Date:</u> <u>Drawn on:</u> <u>Amount (Rs):</u> <u>Bank Name</u> <u>(In case of BG) Validity</u> <u>period of DD/PO/BC/BG No :</u>
08	Status of the Tenderer [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)	
9.	The agency will submit the valid NABL Accredited Laboratory Certificate through which the chemical analysis will be done.	
10	Whether experience certificate as mentioned in eligibility condition is enclosed (Work order and completion certificate of similar job must be enclosed)	
11	Whether the Tenderer is an employee or any relative is working in BSLC. Please mention the name, designation & department of self or such relative.	
12	Whether the agency has submitted copy of PAN and copy of income tax return for the last three	

	years i.e 2013-14, 2014-15 and 2015-16. And document in support of adequacy of working capital.	
13	Whether the agency has submitted documents regarding financial status of the firm like 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.	
14	Whether the agency has GST Registration Number. Copy to be enclosed	
15	Whether the agency has experience of such job as detailed in the tender documents. Copy to be enclosed.	
16	Whether the Tenderer has visited the site and got dully acquainted with the following: <ul style="list-style-type: none"> (i) Specified working area (ii) Extent of work to be done (iii) Labor related local conditions (iv) Other relevant local conditions 	

17 CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

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. It is to confirm that our offer shall be valid for 180 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

ANNEXURE-II
THE BISRA STONE LIME COMPANY LIMITED
PART-II
PRICE BID

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

MINERAL EXPLORATION FOR 67 NOS. OF DIAMOND CORE DRILLING WORKS AND CHEMICAL ANALYSIS OF CORE SAMPLES AT NABL LAB AS PER SCHEME OF MINING AT BITMITRAPUR LIMESTONE & DOLOMITE MINES WITHIN LEASE AREA OF 793.043HA.OF M/S BISRA STONE LIME COMPANY LIMITED, BIRMITRAPUR

Sl No	Description of item	Unit	Quantity	Rate per unit (to be quoted by the tenderer) (Rs)	Total Value (In Fig) (Rs)	Total Value in words
			A	B	(A) X (B)	
1	Exploration for 67 nos. of boreholes by diamond core drilling, core logging, sample preparation and other objectives as mentioned in the	Meter	4020			

	scope of work.					
2	Sampling & Chemical Analysis for 67 nos. of boreholes of core samples of Limestone and Dolomite through NABL Accredited Laboratory as per core logging.	Nos	4020			
				Total (1+2)		

Total Rupees.....only

N.B- The quoted rate is exclusive of GST. The GST will be reimbursed on production of GST certificate.

SIGNATURE OF THE TENDERER
WITH DATE AND SEAL

ANNEXURE-III
UNDERTAKING

To

The Business head;

The Bisra Stone Lime Company Limited,

Birmitrapur,

Sundargarh (Odisha)

Tender Notice No.: BSLC/GEO/TENDER/17-18/Job no-09

Date: 19/02/2018

Sub:

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.

ANNEXURE-IV

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

**(TO BE USED BY ALL NATIONALISED/SCHEDULED BANKS/ SCHEDULED
COMMERCIAL BANKS)**

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref. Bank Guarantee No. Date:

**To,
The Business Head,
The Bisra Stone Lime Company Limited.
P.O.Birmitrapur, Dist.-Sundargarh (Odisha)**

Dear Sirs,

In accordance with your invitation to tender under No. _____ M/s. _____ having its registered / Head Office at _____ (hereinafter called the tenderer) wish to participate in the said tender for _____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid up to _____ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank at _____ having our Head Office at _____ (local address) guarantee and undertake to pay immediately on demand by BSLC Ltd, the amount of _____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ whose behalf this guarantee is issued.

We, _____ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Birmitrapur /Rourkela/ Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this _____20_____.

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION

WITH BANK

DATE.

ANNEXURE-V

**PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT.
(TO BE USED BY ALL NATIONALISED/SCHEDULED BANKS/ SCHEDULED
COMMERCIAL BANKS)**

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref.

Bank Guarantee No.

Date:

To,

The Business Head,

The Bisra Stone Lime Company Limited.

P.O.Birmitrapur, Dist.-Sundargarh (Odisha)

Dear Sirs,

In accordance with your invitation to tender under No. _____ M/s. _____ having its registered / Head Office at _____ (hereinafter called the tenderer) wish to participate in the said tender for _____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid up to _____ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank at _____ having our Head Office at _____ (local address) guarantee and undertake to pay immediately on demand by BSLC Ltd, the amount of _____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to such required period (not

exceeding one year) on receiving instructions from M/s_____whose behalf this guarantee is issued.

We, _____ (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Birmitrapur /Rourkela/ Kolkata/Bhubaneswar and they shall honour such demand.

In witness where of the Bank, through its banker has set its hand and stamp on this _____20_____.

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS

DESIGNATION

WITH BANK

DATE.

ANNEXURE-VI
INTEGRITY PACT

THIS AGREEMENT is entered into between the following Parties:

THE BISRA STONE LIME CO.LTD (BSLC) hereinafter referred to as “**The Principal**”. and

M/S hereinafter referred to as “**The Tenderer/Contractor**”

PREAMBLE

The Principal intends to award a contract, following its laid down organisational procedures, for ConstructionRs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

In order to achieve these goals, the principal cooperates with the renowned international Non-Governmental Organisation, “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

IT IS AGREED AS FOLLOWS:

1.0. DEFINITIONS:

1.1. “Principal” means THE BISRA STONE LIME CO.LTD (BSLC) incorporated under the Companies Act, 1956, having their registered Office at AG 104, Sourav Abasan, Sector-II, Salt Lake City, Kolkata - 700091 and includes their successors.

1.2. “Tenderer” means the person, firm or Company submitting a tender against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and

subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

1.3. “Contractor” means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.

1.4. “Independent External Monitor” means a person, hereinafter referred to as IEM, appointed, in accordance with **Clause 8.a** below, to verify compliance with this agreement.

1.5. “Party” means a signatory to this agreement.

1.6. “Contract” means the contract entered into between the Principal and Tenderer/Contractors.

2.0. COMMITMENTS OF THE PARTIES:

2.1. Commitments of the Principal:

The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles:

- i) No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- ii) The Principal will, during the tender process, treat all Tenderer with equity and reason. The Principal will in particular, before and during the tender process, provide to all tenderer the same information and will not provide to any tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.
- iii) The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

iv) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India / guidelines of Govt. / guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

v) If the Principal obtains information of conduct of a Tenderer, contractor or sub contractor or of an employee or a representative or an associate of a Tenderer, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

2.2. Commitments of the Tenderer/Contractor:

The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

i). The Tenderer / Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.

ii). The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.

iii). The Tenderer / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding

plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Tenderer / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

v). The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.

vi). The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences

3.0.OBLIGATION TO ENSURE COMPLIANCE:

Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all of its staff, consultants, and parent, associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

4.0. EQUAL TREATMENT OF ALL TENDERER/CONTRACTORS/SUB-CONTRACTORS:

a). The Tenderer/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.

b). The principal will enter into agreements with identical conditions as that of this Integrity pact, with all Tenderer/contractors.

5.0. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS:

a). If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 2.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the

Tenderer from the tender process or to terminate the Contract if already signed, for such reason.

b). If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 2.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**

c). If the Tenderer / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

d). A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

6.0. COMPENSATION FOR DAMAGES:

a). If the principal has disqualified the Tenderer from the tender process prior to the award according to **clause 5 above**, the **Earnest Money Deposit (EMD)** furnished, if any along with the offer as per the terms of the **Invitation to Tender (ITT)** shall be forfeited. This is apart from the disqualification of the tenderer as may be imposed by the Principal as brought out at Clause 5 above.

b). If the principal has terminated the Contract according to Clause 5 above, or if the Principal is entitled to terminate the Contract according to Clause 5 above, the EMD/Security Deposit furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the tenderer, as may be imposed by the Principal, as brought out at Clause 5 above.

7.0. PREVIOUS TRANSGRESSION:

- a). The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- b). The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

8.0. INDEPENDENT EXTERNAL MONITOR (IEM)

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:
 - i. allow the IEM unrestricted access to all books, records and staff relevant to such tender;
 - ii. ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.

- i. allow the IEM unrestricted access to all books, records and staff relevant to the contract;
 - ii. ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.
- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:
 - i. He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of:
 - 1. All suspected or actual breaches of the provisions of this Agreement
 - 2. Actions taken by the IEM and the parties in relation to such breaches
 - 3. Any reports made by the IEM to criminal authorities, professional associations or other bodies.
 - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional associations, the IEM will report such matter to the professional association.
 - iii. If any such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-

compliance, the IEM will report such matter to the criminal authorities in those territories.

- f) Upon receipt of a report from the IEM, the Chief Executives of all the Parties will discuss and try to agree upon the appropriate action to be taken in line with Clause 5, 6 & 7 to deal with such non-compliance.
- g) The IEM has no power to require any of the Parties to undertake any actions. No statement by the IEM, whether oral or in writing, is binding on any of the Parties. All reports and other documentation issued by the IEM can be used by any Party in legal or dispute resolution proceedings. The IEM can be called as a witness in legal or dispute resolution proceedings.
- h) Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.
- i) The IEM can only be removed from his appointment, if:
 - 1. all of the Parties agree in writing to remove him, or
 - 2. he resigns; or
 - 3. he is removed from his Office by order of a Court having appropriate jurisdiction.
- j) If the IEM is removed from his appointment, the Principal will appoint another IEM as per **Clause 8.a** above for the remaining duration of this agreement.

9.0. BREACHES OF THIS AGREEMENT:

- a) In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:

- i. It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.
 - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
 - iii. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organisation or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
- b) In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.
 - c) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

10.0. DURATION OF AGREEMENT:

- a) This agreement comes into force as soon as all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.

12.0. This Agreement will expire after 12 (twelve) months from the date of the last payment under the respective Contract for the Contractor, and for all other Tenderer 6 (six) months after the award of the Contract.

11.0. OTHER PROVISIONS:

- a) The Principal will disqualify from the tender process Tenderer/Contractors who does/do not sign this pact or violate its provisions.
- b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Kolkata.
- c) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- d) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- e) Addresses along with other relevant details of the Chief Executives of the parties are as given under:

1. Principal Managing Director THE BISRA STONE LIME CO.LTD (BSLC) AG 104,SouravAbasan, Sector II, Salt Lake City, Kolkata-700091(India). Tel: (033) 4016-9201 Fax: (033) 4016-9204	2. Tenderer <Details of Tenderer are to be filled in by Tenderer concerned >

- f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.

- g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

For the Principal

For the Tenderer / Contractor

Place: _____

Witness 1: _____

Date: _____

Witness 2: _____