

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

MINES OFFICE:	REGD. OFFICE:
AT- BIRMITRAPUR, DIST- SUNDERGARH, ODISHA-770 033 PH.-0661 – 2610069/205/270 Fax: +91- 0661- 2610270 E-MAIL: bslcoltd@rediffmail.com	SOURAV ABASAN, AG-104, SECTOR-II, SALT LAKE, KOLKATA-700 091 PHONE: 033 –40169200, FAX: 033 – 40169267 E-MAIL: info.birdgroup@nic.in , birdgroup@eth.net

DETAILED NOTICE INVITING TENDER (DNIT)
FOR

SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS FOR DEVELOPMENT, EXCAVATION, DRILLING, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM DOLOMITE FROM DUARSINI DOLOMITE QUARRY TO FEED THE SAME BY INSTALLING A CRUSHING & SCREENING PLANT ON BOOM I.E., (BUILD, OWN, OPERATE AND MAINTAIN) BASIS TO GET FINISHED PRODUCTS OF SMS GRADE OF DIFFERENT SIZES WITHIN A RADIUS OF 2.5 KM OF BSLC MINES, BIRMITRAPUR ,DISTRICT-SUNDARGARH, ODISHA

This Tender Document is issued to

Name of Tenderer _____

Address of Tenderer _____

Issued by:

The Bisra Stone Lime Co. Ltd.

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DETAILED NOTICE INVITING TENDER (DNIT)
OPEN TENDER

NOTICE NO:-BSLC/MINING/2019-20/JOB NO 03 Date: 06/09/2019

Sealed tenders in the prescribed form are invited from experienced contractors for the following work:

1. NAME OF THE WORK:

SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS FOR DEVELOPMENT, EXCAVATION, DRILLING, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM DOLOMITE FROM DUARSINI DOLOMITE QUARRY TO FEED THE SAME BY INSTALLING A CRUSHING & SCREENING PLANT ON BOOM I.E., (BUILD, OWN, OPERATE AND MAINTAIN) BASIS TO GET FINISHED PRODUCTS OF SMS GRADE OF DIFFERENT SIZES WITHIN A RADIUS OF 2.5 KM OF BSLC MINES, BIRMITRAPUR ,DISTRICT- SUNDARGARH, ODISHA

Cost of Tender Document inclusive of GST (Non-Refundable)		Contract period	Earnest Money Deposit
By hand/ By downloading	By Post		
Rs. 1050/-	Rs.2,000/-	48 months From the date of issue of LOA.	Rs.37,50,000/-

2. **SCOPE OF WORK:**

The brief scope of work includes supply of mining and transportation equipments for development, excavation, drilling, loading & transporting of 20,000 metric tonne per month ROM dolomite from Duarsini dolomite quarry to feed the same by installing crushing & screening plant on boom i.e., (build, own, operate and maintain) basis to get finished products of sms grade of different sizes within a radius of 2.5 km of BSLC mines, Birmitrapur, District- Sundargarh, Odisha

3. **COST OF TENDER DOCUMENT:**

Cost of Tender documents(s) shall be paid in the form of Demand Draft/Pay Order/Bankers Cheque obtained from any Nationalised or Scheduled Commercial Bank except Co-operative Bank(s) & Gramin Bank(s) drawn in favour of "The Bisra Stone Lime Company Ltd." payable at Birmitrapur. **No other mode of payment will be acceptable.** Cost of Tender Document inclusive of GST (Non Refundable, Non Transferable) shall be Rs.1050/- (Rupees one thousand fifty only) -By Hand or by downloading and Rs. 2,000/- (Rupees two thousand only) by Post.

THE COST OF TENDER DOCUMENT(S) WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.

4. **EARNEST MONEY DEPOSIT (EMD):**

EMD of Rs 37, 50,000/- shall be paid in the form of **DD/BC/PO/BG.**

EMD submitted in the form of Banker's Cheque, Pay Order or Demand Draft shall be obtained from any Nationalised Banks or Scheduled Commercial Banks in India except Co-operative Bank(s) and Gramin Bank(s) drawn in favour of "The Bisra Stone Lime Company Ltd." payable at Birmitrapur or Rourkela.

Bidders having clear outstanding dues of Rs 37,50,000/- with BSLC can adjust the same by making an application to Business Head and enclosing such approved letter with the tender document in lieu of EMD amount. No adjustment will be allowed against Security Deposit.

EMD submitted in the form of Bank Guarantees as per the format enclosed at Appendix-1 of GCC shall be enforceable at Rourkela or Kolkata. The issuing branch of the Bank shall indicate in their covering letter the full address and telephone numbers of the Controlling Branch of the Bank where from confirmation for the BG can be obtained.

5. **PROCUREMENT OF TENDER DOCUMENT:**

The tender document can be procured/obtained -

- i) By downloading from BSLC web site www.birdgroup.co.in → **BSLC-TENDERS** → **View/save Complete tender Document.**

- ii) By hand (i.e., collection in person)/ by post from the office of the Business Head, The Bisra Stone Lime Company Ltd., Birmitrapur, District-Sundergarh, Odisha-770033 on a written request on bidders letterhead and payments of tender cost as mentioned above.
- iii) Last date & time of receipt of requisitions in person is **up to 16.30 Hours (IST) on 23/09/2019 and by post is upto 16.30 Hours (IST) on 23/09/2019.**
- iv) Last date & time for issue of Tender Documents **in person is up to 12.00 Hours (IST) on 24/09/2019. and in post is up to 16.30 Hours (IST) on 24/09/2019.**

6 ELIGIBILITY CRITERIA for consideration of

Tender As per **ANNEXURE-I.**

7. SUBMISSION OF TENDER

7.1 Tender must be submitted in two (2) sealed envelopes, superscribing Name of the Work, Tender Notice No., due date and time of Tender opening on all the envelopes.

Envelope-1-consisting of documents in support of Pre-Qualification Criteria (PQC), EMD, Techno-Commercial Offer and other particulars if any as specified in Tender Notice. Three copies (one original plus two copies only) are to be submitted.

Envelope-2 consisting of Part-II – PRICE BID (one original only).

The Tenderer shall seal the Envelope-1 and Envelope-2 in an outer Envelope. The outer Envelope shall be addressed to The Business Head, The B.S.L.Co.Ltd, Birmitrapur, District-Sundergarh, Odisha-770033 bearing Name of the Work, Tender Notice No., due date and time of tender opening. All the outer and inner Envelopes shall indicate the Name and address of the Tenderer, so that envelopes can be returned unopened in case it is received late or those envelopes which are not fit to be opened.

If the outer Envelope is not sealed and not marked as above, the same will be summarily rejected.

7.2 Tenders will be received in the Office of Business Head, The Bisra Stone Lime Company Ltd. at Birmitrapur, District-Sundergarh, Odisha-770033 **up to 15.00 Hours on 28/09/2019.**

7.3 Bank Account details has to be furnished (**in original**) as per **Appendix-8** of GCC.

7.4 “**Integrity Pact**” as per Annexure-2 must be duly signed.

7.5 **Part-I: Techno-commercial Bid must be submitted in Three (03) sets (1 Original + 2 Copies).**

7.6 **Part-II: PRICE BID must be submitted in original only** in prescribed format as given at Appendix 13 of GCC. No terms & conditions shall be written in the Price Bid.

7.7 The following are considered as part of the tender documents

- a) Detailed Notice Inviting Tender i.e., DNIT No.- BSLC/MINING/2019-20/JOB NO 03 dated 06/09/2019
- b) Eligibility Criteria
- c) Integrity Pact
- d) General Conditions of Contract along with Letter of submission of Tender, Instructions to the Tenderers and Articles of Agreement,
- e) Technical Specification, Drawings including Milestone Penalties and other Penalties.
- f) Special Conditions of the Contract
- g) All Appendices including Price Schedules (Appendix13)

The documents referred at 7.7 above may also to be downloaded from Bird Group web site www.birdgroup.co.in → **BSLC** → **Log In** → **TENDERS** → **View/save = Complete tender Document**

8 **OPENING OF TENDER:**

8.1 The Tender Document shall be opened in the presence of authorized representatives of the tenderers who may choose to be present.

8.2 **Envelope-I** shall be opened immediately after the last date and time of receipt of tender for verification of cost of tender document, EMD, Integrity Pact, Techno Commercial Bid & Eligibility Requirement and supporting documents **as per Eligibility Criteria** of the Tender Document.

8.3 Time, date and venue of opening of **Envelope-II i.e., Price Bid** will be intimated to those Tenderer whose offers are found Techno-Commercially acceptable.

9 **INTEGRITY PACT-** As per **ANNEXURE-II**

10. OTHER TERMS & CONDITIONS

- a) The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in the web site is final. On verification, at any time, whether the Tenderer is successful or not, if any of the documents submitted by the Tenderer including the documents downloaded from our website/ issued are found tampered/ altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the Company.
- b) It will be presumed that the Tenderers have gone through the entire tender document available in web site which shall be binding on them.
- c) The tenderer shall download the **“TENDER DOCUMENT”** available on the web site in totality and submit the same duly signed on each page in **Envelope – I & II**.
- d) If it comes to the notice of BSLC at any stage that any of the certificates/ documents submitted by bidders are false / fake / doctored, the party will be debarred from participation in all BSLC tenders for a period of 05(Five) years including termination of Contract, if awarded and EMD/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to BSLC any loss or damage suffered by BSLC resulting from such termination. Contracts in operation anywhere in BSLC will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of Risk and Cost Charges etc., Decision of BSLC Management will be final and binding.
- e) Successful Tenderer should be in a position to produce, after opening of the Price Bids, the Original Certificates in support of the attested copies of relevant documents submitted along with Tender Document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/experience/ qualification/any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in BSLC's future tenders.

- f) Tender Documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, BSLC will not be responsible for any delay/loss/any web site related problems in downloading the tender documents etc.
- g) BSLC reserves the right to:-
- (I) Issue or Refuse tender documents or cancel the Tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses, incidental thereto or incurred thereon by him in connection with the preparation of tender.
 -
 - (II) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of tender documents thereupon.
- h) One representative shall represent one firm only for collection of tender document.
- i) BSLC will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.
- j) If a Tenderer submits more than one Tender, then all the Tenders submitted by the said Tenderer shall be rejected.
- k) The Tenderer shall furnish complete details of works executed, works in hand and details of plant, machinery in prescribed format and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the tenderer getting disqualified.
- l) No mobilisation advance shall be considered.
- m) Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/ terms may submit their revised/ supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).
- n) BSLC reserves the right to check the authenticity of the documents/certificates submitted, and /or verify performance of the tenderers in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of

the tenderer is liable for rejection.

- o) BSLC shall not entertain any revised price/revision in price basing on the technical discussions unless BSLC itself changes specifications/scope when compared to Tender Specifications/Scope, which calls for revision in the Estimate.
- p) BSLC reserves the right to open original price bids, if felt necessary, in case the tenderer is allowed to submit revised price bid.
- q) Successful tenderer shall submit PF registration codes before commencement of work.
- r) Tenderer shall necessarily indicate the details of contact Fax no. and e-Mail ID (active) in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the tenderer.
- s) The tenderer shall submit Bank Account details as per the format given at Appendix-8 of GCC i.e., duly signed along with his offer in **Envelope-I** for enabling BSLC to make e-payment, refund of EMD/SD etc.
- t) Tender papers will not be issued to parties or accepted from the parties up to a maximum period of two years from the date of such communication, who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the Employer in this regard will be final & binding.
- u) BSLC reserves the right to reject the offers of the tenderers whose performance is poor in awarded/ongoing works if any.
- v) BSLC after opening of tender/bid document may seek in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the tenderers/bidders or issuing authority for confirmation of eligible/pre-qualifications stipulated in the NIT.
- w) At any time prior to the deadline for submission of the bids, BSLC may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on BSLC/BIRD GROUP's website at regular intervals.
- x) The duration of agreement shall be equivalent to the period of contract.

Sd/-

Business Head

ANNEXURE-I
ELIGIBILITY CRITERIA

In order to qualify in the Techno-Commercial Bid, the Tenderer must submit the following documentary evidences:-

1. Evidence of payment towards purchase of Tender Document (Rs.1,050/- for downloading the document or collecting by hand and Rs.2,000/- for collecting the document by post).
2. Evidence of payment/ deposit/submission of Bank Guarantee towards Earnest Money Deposit of 37,50,000/- (Rupees seventeen lakh fifty thousand only).
3. Certificate from a Chartered Accountant confirming average annual turnover of at least Rs.2.00 Crore during the last three financial years i.e. for the year 2016-17 , 2017-18 & 2018-19
4. Proof of ownership/arrangement of following equipment.

Sl. No	Item	No of equipments to be deployed by the Tenderer	Minimum equipments to be owned by the Tenderer
1	Excavator	01 nos of 0.9 cu.m each	01 nos of 0.9 cu.m each
2	Rock Breaker	01 nos of 50 TPH each	01 nos of 50 TPH each
3	Dumper	3 nos of 16 MT each	2 no of 16 MT each
4	Integrated Crawler Drill 100 mm Dia	01 no of 12 meter/hr	01 no of 12 meter/hr
5	Pay Loader	1 no of 1.75 cu.m	1 no of 1.75 cu.m
6	Water Sprinkler	1 no of 12KL	1 no of 12KL
7	Maintenance Van	1 no	1 no
9	Crusher	1 no of 100 TPH	1 no of 100 TPH

NOTE-

The proof of ownership of Crusher plant and Mining equipments is to be submitted along with the Techno-commercial bid.

5. The agency should have experience in supply of mining and transportation equipments for Development, Excavation, Drilling, Loading and transportation of raw material to crusher for crushing and screening at least 1,20,000 MT or executed minimum work value of Rs 3.33 crore in a single work order apportioned to one year . The above work should have been executed during the last seven years ending last date of the month previous tender notice date i.e as on 06/09/2019. The tenderer shall submit work completion certificate indicating the total value of work done.

6. Copy of the Work order / Contract including execution certificate of the same along with TDS certificate should be enclosed along with bid documents to verify the correctness of the execution capacity of the Tenderer. **Similar work is defined** as the work executed where the scope is either the same or similar under the similar circumstances. It means mines development, Mining and transporting of raw material to crusher for crushing and screening in any mines.
7. Mining Equipment is to be deployed by the Agency shall not be more than **5** years as on the last date of submission of the tender. The Agency must deploy the minimum equipments which has been submitted against “Proof of ownership” under sl. no- 4 to execute the work at mines. Copy of the documents (Fitness, Road tax, Insurance, pollution Clearance etc.) of the equipments should be attached.
8. Copy of the 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/ Incorporation Certificate in case of proprietorship firm/Limited Liability Partnership (LLP), duly certified by a Notary Public.
9. Copies of GST Registration Number & P.F Registration Code.
10. Tender/ Bid Documents duly filled and signed in all pages / fields / columns along with required undertakings / certificates. Otherwise the tender will be treated as invalid.
11. Declaration stating that the Tenderer has carefully read all terms and conditions of the tender document and he / she is fully satisfied and unconditionally accepted all terms and condition of the tender as per format attached as per **Appendix – 14**. Non submission of **Appendix – 14** in the given format will lead to disqualification.
12. An undertaking, in Company’s /firm’s Letterhead stating that, the party has not been debarred/blacklisted by BSLC or any other Govt. or PSU.
13. The tenderer shall submit the signed integrity pact along with tender document otherwise the tender will be treated as invalid.

Note-

- a. All signed declarations are to be made in the tenderer’s Letterhead.
- b. Sub contractors’ experience and resources will not be taken into account in determining the tenderer compliance with qualifying criteria.

Annexure-II

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..... here in after referred to as **“The Tenderer/Contractor”**

PREAMBLE

The Principal intends to award a contract, following its laid down organizational procedures, for Construction

.....Rs..... Lakh. 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 Organization, “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 Principal mentioned above.

IT IS AGREED AS FOLLOWS:

1. Definitions:

- a) **“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.
- b) **“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.
- c) **“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.

- d) **“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.
- e) **“Party”** means a signatory to this agreement.
- f) **“Contract”** means the contract entered into between the Principal and Tenderers/Contractors.

2. Commitments of the Parties:

a. 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 Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers 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.

b. 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. 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. Equal treatment of all Tenderers/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 Tenderers/contractors.

5. 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. 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. 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. 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. 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. 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.
- b) 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 Tenderers 6 (six) months after the award of the Contract.

11. Other provisions:

- a) The Principal will disqualify from the tender process Tenderer/Tenderers 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.LTDby (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 Tenderer concerned >
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- 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

Place: _____

Date: _____

for the Tenderer / Contractor

Witness 1: _____

Witness 2: _____

ANNEXURE-III

Sub: - SUPPLY OF MINING AND TRANSPORTATION EQUIPMENTS FOR DEVELOPMENT, EXCAVATION, DRILLING, LOADING & TRANSPORTING OF 20,000 METRIC TONNE PER MONTH ROM DOLOMITE FROM DUARSINI DOLOMITE QUARRY TO FEED THE SAME BY INSTALLING CRUSHING & SCREENING PLANT ON BOOM I.E., (BUILD, OWN, OPERATE AND MAINTAIN) BASIS TO GET FINISHED PRODUCTS OF SMS GRADE OF DIFFERENT SIZES WITHIN A RADIUS OF 2.5 KM OF BSLC MINES, BIRMITRAPUR, DISTRICT- SUNDARGARH, ODISHA

SL NO	PARTICULARS	INFORMATION TENDERER	BY
01	Name of the Tenderer		
02	Address of the Tenderer		
03	Phone number		
04	Mobile number		
05	FAX number		
06	Evidence of payment towards purchase of Tender Document of Rs.1,050/- for downloading the document or receipt by hand and Rs.2,000/- for collecting the document by post.	Banker's Cheque/Demand Draft / Pat Order No.: Date: Drawn on: Amount:	
07	Evidence of payment of EMD of Rs 37,50,000/- (Rupees Thirty seven lakh fifty thousand only) in the form of Crossed Account Payee 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).In case of adjustment of EMD amount against clear outstanding bills with BSLC, letter no may be mentioned & original letter may be enclosed.	<u>DD/PO/BC/BG No :/ Lettrer of BSLC</u> <u>Date:</u> <u>Drawn on:</u> <u>Amount (Rs):</u> <u>Bank Name</u> <u>(In case of BG) Validity period of DD/PO/BC/BG No</u>	

SL NO	PARTICULARS	INFORMATION BY TENDERER
08	Status of the Tenderer [Sole Proprietorship/Partnership/Company-private limited Firm or Public limited.(A Notarised copy of the certificate is enclosed)	
09	Proof of ownership of the equipments as mentioned in Eligibility Criteria. Documents to be enclosed as per Annexure – III-A	
10	Proof of execution certificate in support of experience as a prime contractor of Mining of minimum 1,20,000 Metric Tonne or executed minimum work value of Rs 3.33 crore in a single work order apportioned to one year. The above work Should have been executed during the last seven years ending last date of the month previous tender notice date i.e as on ----- 2019. The tenderer shall submit work completion certificate indicating the total value of work done.	
11	Certificate from a Chartered Accountant confirming annual turnover of at least Rs.2.00 Crore during the last three financial years i.e. for the year 2016-17, 2017-18 & 2018-19.	
12	Copy of PAN, TDS certificate and copy of income tax return for the last three Financial Years i.e., 2016-17, 2017-18 and 2018-19 duly certified by a Chartered Accountant is enclosed.	
13	Profit and Loss Statement, Balance Sheet, Auditor's Report etc. for last three financial years i.e., 2016-17, 2017-18 and 2018-19.	
14	Copy of GST Registration Code	
15	Copy of P.F Registration Code is enclosed	
16	Undertaking that the Tenderer has visited the site and got acquainted with the following: (i)Specified working area (ii)Extent of work to be done (iii)Labour related local conditions (iv) Other relevant local conditions	

17	Acknowledgement of Tender/ Bid Documents duly filled in and signed on all pages / fields / columns along with required undertakings / certificates.	
18	Declaration stating that the Tenderer has carefully read all terms and conditions of the tender document and he / she is fully satisfied and unconditionally accepted all terms and condition of the tender as per format (Appendix - 14) has been attached.	

CERTIFICATES TO BE GIVEN BY THE TENDERER

In response to the tender invited by you vide Tender Notice Ref No: - BSLC/MINING/2019-20/Job No 03 Dated 06/09/2019. I/We examined the General Conditions and other Terms and Conditions of the Tender. I/We agree to abide by all instructions in these documents attached here to and hereto 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 authorize the Company to forfeit my Earnest Money Deposit 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-III-A

THE BISRA STONE LIME COMPANY LTD.

NAME & DETAILS OF THE OWNED EQUIPMENTS:

[illegible]