

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

NIT NO: BSLC/MINING/2015-16/JOB NO-19

DATE: 02.01.2016

Sealed tenders in prescribed format(in two parts) i.e Techno commercial bid and Price bid are invited from reputed and experienced agencies for crushing & screening of Dolomite within our mines to produce +2 mm to -6 mm size Dolomite chips by installing a crushing & screening plant/(s) on BOOM basis in our mines at Biritrapur .

Money Receipt No:_____

Dated :_____

Name of the Agency : _____

Address of the Agency : _____

Signature of the Issuing Officer

Signature of the Purchaser

[Price of the Tender Documents Rs.525.00 (Rupees Five hundred twenty five

Only including VAT @ 5%]

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Tender Notice No BSLC/MINING/2015-16/JOB NO-19 DATE:02.01.2016

CHAPTER-1

The above description of the jobs is only indicative and full details will be given in our tender documents. Interested parties are advised to visit the site and familiarise themselves with the site and local conditions.

1. INFORMATION TO BIDDER:

Sealed tenders in prescribed format(in two parts) i.e Techno commercial bid and Price bid are invited from reputed and experienced agencies for crushing & screening of Dolomite within our mines to produce +2 mm to -6 mm size Dolomite chips by installing a crushing & screening plant on BOOM basis in our mines at Biritrapur. The agency will maintain and operate the crusher/(s).

Interested bidders may obtain further information from the office of the Business Head, THE BISRA STONE LIME COMPANY LIMITED AT/PO-BIRMITRAPUR-770033, DIST- SUNDARGARH, STATE-ODISHA.

“Any amendment that may be issued prior to deadline for submission of Bids like modification for any reasons, changes, incorporation or deletion of certain conditions in the bidding document would be displayed on the official website of the company only. All prospective bidders would be presumed to have examined all such amendments on the website if any & have submitted their bids accordingly. A copy of such amendments shall be enclosed if any along with the Bid.”

2. BIDDING DOCUMENTS :

- a) A complete set of tender documents (non-transferrable) can be obtained by the interested agency(s) on payment of Rs. 525 (Rupees Five hundred twenty five only) towards the cost of Tender Document in cash on any working day on or before 18/01/2016 during Office hours from the office of Business Head, The Bisra Stone Lime company limited, Birmitrapur, District- Sundargarh, Odisha, 770033, Ph. 0661-26100205/270, on submission of a written application (in duplicate) giving complete details of mailing address, telephone & Fax numbers, E-mail address & name of contact person. Bidding documents will be available for sale on all working days and during working hours against cash payment.
- b) Bidding documents shall not be sent by post.
- c) Entire Bidding documents are available on the BSLC website, i.e. www.birdgroup.gov.in. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids. The Bidder shall download the "Bidding Document" available on the website in totality. It will be presumed that the Bidder has gone through the entire Bidding Document available on the website, which shall be binding on the Bidder.
- d) In case a Bidder downloads the Bidding Documents from BSLC website (www.birdgroup.gov.in), bidder shall submit fee towards cost of Bidding Documents as mentioned above along with its Bid (Part-A), as per details given in Bidding Documents. For Bidders 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 par at Birmitrapur.

3. PRE BID CONSULTATION:

The Tenderers are free to join pre bid consultation to be held on 11/01/2016. at 4.00PM in the office of the Business Head, The Bisra Stone Lime company limited, Birmitrapur, District- Sundargarh, Odisha, 770033, Ph. 0661-2610067/270, for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company's website.

4. RATE TO BE QUOTED:

Composite Rate to be offered in the price bid excluding taxes and duties which shall be reimbursed extra at applicable rate.

5. **TENDER DOCUMENT-**

Non-transferable separate tender documents can be obtained on payment of Rs.525.00 (Rupees Five hundred twenty five only including VAT @ 5% per unit in cash in any working day on or before 18/01/2016 during office hours on any working day as per schedules given below from the office of the Dy. Manager(finance),B.S.L.CO.LTD, Birmitrapur. Alternatively, the tender document can also be downloaded from company's website www.birdgroup.gon.in. In such case the downloaded tender document should be submitted along with a Demand Draft of Rs 525 from any nationalized bank in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur towards cost of the same.

6. **EARNEST MONEY DEPOSIT-**

- a. Interested Bidders may submit the bid for crushing & screening of Dolomite within our mines to produce +2 mm to 6 mm size Dolomite chips by installing a crushing & screening plant/(s) on BOOM basis in our mines at Birmitrapur with an EMD amount of Rs.3,75,000 (Rupees Three lakh seventy five thousand only).
- b. Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of "The Bisra Stone Line Co. Ltd", payable at Birmitrapur or a Bank Guarantee for an equivalent amount of EMD from any Nationalized Bank / Scheduled Commercial Banks in the prescribed format (format enclosed) favouring the Bisra Stone Lime Co. Ltd.
- c. In case of BG is given as EMD, it must be valid for a period of 6 months from the tender opening date, i.e. 19/01/2016. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the price bid / Finalization of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies to accept the work order /contract, their EMD shall be forfeited.
- d. Tender without EMD shall be summarily rejected.
- e. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

NOTE-However, the bidders submitting the confirmation letter duly signed by Dy.Manager(Finance),BSLC of having **deposited**

the EMD amount earlier need not have to deposit the EMD amount again in this tender. The submission of the original confirmation letter of BSLC in this regard will be sufficient.

7. TENDER SUBMISSION-

- a) The tender document complete in all respect shall be submitted in two parts i.e. part-1 Qualifying/Techno commercial bid and part-2 Price bid in separate sealed envelopes clearly super scribing “Techno commercial bid & Price bid” on the respective envelopes. Both the envelopes i.e. Techno commercial bid & Price bid” should be sealed in a 3rd separate with complete details super scribing the tender notice no, date, job description, name and address of the bidder.
- b) The EMD should be submitted along with the Techno commercial bid. The Techno commercial bid not accompanied with EMD is liable to be rejected. The EMD will not carry any interest.
- c) Tender shall have to be submitted/dropped in the Tender Box of Business Head, Bisra stone Lime Company Limited, Birmitrapur. On or before scheduled date and time as mentioned in the tender document or amendment notice issued subsequent to the publication /issue of tender document.
- d) The company shall not be liable for any delay in submission of the tender documents due to postal or delay and no extension of date/time for tender opening shall be given for this reason.

8. TENDER OPENING:

- a) The part-1 i.e. Techno-commercial bid shall be opened in the presence of the tenderer or their authorised representatives (having the authorisation letter) in the conference hall of company’s office at Birmitrapur on the scheduled date and time.
- b) The part-II i.e price bid of the bidders whose Techno commercial bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

9. The company reserves the right not to accept the lowest offer. The company also reserves the right to cancel the tender and in such an event no claim of the bidder for such a decision by the company shall not be entertained.
10. The validity of the offer shall be for 120 days from the date of the opening of the Price Bid.
11. The expected date of commencement of work will be within 3 months.
12. The contract period will be for 4 years from date of LOI/ Work order which may be extended by such period (maximum of one term) on satisfactory performance of the contractor on sole discretion of BSLC on same terms and conditions and mutually agreed rates.
13. Interested agencies are advised to visit the site and familiarise themselves with the site conditions, concerned areas and to go through the terms and conditions of the Tender document before submission of the tender documents.
14. Each page of the tender document/schedule must be duly sealed and signed by the bidder as acceptance of the terms and conditions before submission, otherwise the tender will be treated as invalid.
15. In case of any dispute not settled through Arbitration, the Jurisdiction will be Kolkata High Court/Odisha High Court.
16. The details of scheduled dates are as given below
 - (a) Date of sale of tender paper: From 04/01/2016 to 18/01/2016.
 - (b) Last date of receipt of tender paper: 3 P.M. of 19/01/2016.
 - (c) Date of opening of Techno commercial bid of tender paper: Soon after 3.30 P.M of 19/01/2016.
 - (d) Date of opening of Price bid of tender document: Intimated later on.

Sd
BUSINESS HEAD

THE BISRA STONE LIME COMPANY LIMITED
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CHAPTER-II

TERMS AND CONDITIONS

TENDER NOTICE NO BSLC/MINING/2015-16/JOB NO-19DATE:02/01.2016

1. SCOPE OF WORK :

- a) The tenderer has to install crushing & screening plant/(s) on BOOM (Built, Own, Operate & Maintain) basis in our mines at Biritrapur to get finished products of 2 mm to 6 mm size of 5,000 MT per month.
- b) Feeding i.e. lifting & transporting of Dolomite chips of -15 mm size lying at scheme number 1,2 or Singhal crusher or Essen Crusher or from our stock lying at different locations within a radius of 2.5 km to the crushing and screening plant.
- c) All the required machineries and equipments shall be deployed, maintained and operated by the tenderer.
- d) The tenderer will keep the finished product in safe custody in any location within a radius of 1 kms from the crusher plant installed by him.
- e) Any shifting required of input or output for production of 2 mm to 6 mm size will be done by the agency at their cost.
- f) The agency will make proper sprinkling arrangement for dust suppression, to clean the dusty material and make arrangement for dry fog.
- g) The agency will maintain size of the material.
- h) Non-lifting of finished products from the crusher of the tenderer or safe custody area should not be taken as a plea by the crusher for non production and for this account no penalty can be waived. Tenderer

has to make space for further generation of his finished products of +2 mm to -6 mm size.

- i) All salary & wages, statutory dues, consumables, Diesel, Lubricant, repair & maintenance shall be to the account of tenderer.
- j) Electricity cost shall be borne by BSLC.
- k) The tenderer should possess/own requisite equipments/ machineries.
- l) The recovery of +2 mm to 6mm size finished product from the above crushing plant should be not less than 5,000 MT per month .
- m) The tenderer will be held responsible for payment of compensation owing to an accident occasioned during or in connection with the above work.

2. CONTRACT PERIOD : The contract period will be for 04 years from the date of Work Order/LOI which may be extended by such period (maximum one term) on satisfactory performance of the contractor on sole discretion of BSLC on same terms and conditions and mutually agreed rates.

3. EARNEST MONEY DEPOSIT (EMD):

- a. Interested Bidders may submit the bid for crushing & screening of Dolomite within our mines to produce +2 mm to 6 mm size Dolomite chips by installing crushing & screening plant/(s) on BOOM basis in our mines at Birmitrapur with an EMD amount of Rs.3,75,000 (Rupees Three lacs seventy five thousand only).
- b. Tender must be accompanied by an EMD in the form of DD/PO/BC in favour of “The Bisra Stone Line Co. Ltd”, payable at Birmitrapur or a Bank Guarantee for an equivalent amount of EMD from any Nationalized Bank / Scheduled Commercial Banks in the prescribed format (format enclosed) favouring the Bisra Stone Lime Co. Ltd.
- c. In case of BG is given as EMD, it must be valid for a period of 6 months from the tender opening date, i.e. 19/01/2016. The validity of BG is to be extended depending on the need. EMD of unsuccessful bidder will be returned within one month after opening of the price bid / Finalization of Tender. The EMD amount shall not bear any interest. In case the awarded bidder denies to accept the work order /contract, their EMD shall be forfeited.
- d. Tender without EMD shall be summarily rejected.

- e. EMD of successful bidders will be converted into Security Deposit and in case of submission of BG, the successful bidder will have to extend the validity period of the BG till the end of 6 months after expiry of the contract period.

NOTE-However, the bidders submitting the confirmation letter duly signed by Dy.Manager(Finance),BSLC of having deposited the EMD amount earlier need not have to deposit the EMD amount again in this tender. The submission of the original confirmation letter of BSLC in this regard will be sufficient.

4. ELIGIBILITY CONDITION:

In order to qualify in the Techno Commercial Bid, the bidder must submit the following documentary evidence

- a) Payment towards cost of tender document i.e. Rs 525/-.
- b) Earnest Money Deposit as specified in Para 4 above
- c) Certificate from a Chartered Accountant confirming average annual turnover of at least Rs. 70.00 lakhs during the last three financial years i.e. for the year 2012-13, 2013-14 and 2014-15.
- d) The company must have income tax registration number
- e) The machineries to be owned or arranged by the bidder for the above job. The machineries have up to date road tax payment receipt, Insurance & Fitness Certificate should be enclosed along with the technical bid.
- f) All the equipments to be deployed by the bidder have proper insurance coverage including third party liability throughout the contract period.
- g) The bidder before submission of the tender must sign each page of the tender schedule; otherwise the tender may be treated as invalid.
- h) Registered partnership in case of a Partnership firm, Memorandum of association and Articles of Association in case of Joint stock Company, Proprietorship certificate duly certified by a notary in a stamp paper in case of Proprietorship is to be enclosed.
- i) The bidder should have executed similar jobs either in BSLC or in other reputed organisations within 05 years from the date of Tender. Necessary Work order copies to be enclosed as a proof.

5. EVALUATION OF THE BIDS:

- a) **First Stage : Techno-Commercial Bid Evaluation :**
 - i. A duly constituted Tender Evaluation Committee will evaluate the techno-commercial bids on the basis of technical parameters and features offered in the techno commercial bid. The Tender Committee may call the

vendors representatives for detailed techno-commercial discussions, clarifications, presentation if required. The names of techno-commercially evaluated vendors will be announced to only those vendors whose techno-commercial bids will qualify for opening of Price bids.

b) Second Stage : Composite price comparative statement

- i. The sealed price bids of all the Techno-commercially qualified tenderers shall be opened within a short duration, i.e., within 7 working days. The Price bids of techno-commercially acceptable offers only will be opened in the presence of the authorized representatives on a suitable date and time as communicated earlier. The evaluation shall also be done of technically qualified bidders only. L-1 rate will be decided on the basis of lowest rate quoted in the Price bid.

6. AWARD OF CONTRACT

- a) Based on the prices quoted, a price comparative statement shall be made including all the applicable taxes and placement of Work Order shall be considered on the L1 bidder.
- b) The company reserves the right to accept or reject any or all tenders or distributes/split the work amongst different tenderers without assigning any reason thereof.
- c) Award of contract shall be made at the absolute discretion of company. The company reserves right to reject any part or whole of the tenderer without assigning any reason whatsoever. For such cancellation the tenderers 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.
- d) Company also reserves the right not to accept the lowest offer and to divide the work to more than one successful bidder/bidders.
- e) Company also reserves the right to award the contract to L-2 party at L-1 rate after complying CVC guidelines, if L-1 party refuses to accept the work order or fail to perform the job. In that case, EMD of the declining bidder will be forfeited and he may be debarred from participating in any tender of the company or the group of companies.

7. SUBMISSION & PAYMENT OF BILLS:

The bidder has to prepare the bills on the basis of quantity lifted of + 2 mm to - 6 mm size Dolomite from the crusher of the agency and submit to Sr. Manager (Mines) for verification and certification. The duly certified bill shall be approved by the Business Head and then submitted in the office of Dy. Manager (Fin), BSLC for payment. The agency shall submit the bills on monthly basis (within 7th of

succeeding month) to the concerned Sr.Manager (Mines. Payment will be made within 30 days from the submission of the bill in Finance department after getting approval from Business Head. All the bills must be duly certified by the Sr.Manager (Mines). Service tax will be reimbursed at actual as applicable if the agency have service tax registration number. The bills should accompany paid wage sheets and paid P.F.challan in respect of the employees engaged by the tenderer. The wage sheets and P.F.challan have to be certified by In charge of Personal dept. TDS will be deducted from the bills at applicable rate.

8.ESCALATION/DE-ESCALATION

Escalation/De-escalation will be given on account of change in price of diesel and minimum wages as per the following formula.

FOR DIESEL

$$RED=0.10 \times (Pr-Pb) \times R/Pb$$

Where, RED=escalation/de-escalation in awarded rate per tonne on account of change in price of diesel.

0.10= Weightage for diesel component

Pr=Revised rate of diesel

Pb=Rate of diesel as on date of receipt of tender

R=Awarded rate per Ton

FOR WAGES

$$REW=0.25 \times (Wr-Wb) \times R/Wb$$

Where, REW=escalation/de-escalation in awarded rate per tonne on account of minimum wages of skilled worker.

0.25= Weightage for wage component

Wr=Revised rate of minimum Wages of skilled workers

Wb=Rate of minimum wages of skilled workers as on date of receipt of tender

R=Awarded rate per Ton

N.B- 1st Escalation/de-escalation for wages and diesel shall be considered after one year of awarding the work. 2nd escalation /de-escalation after the completion of 2nd year of awarding the work

9. PENALTY:

If the agency/contractor fails to achieve the target as assigned at the beginning of the month, a penalty at the rate of Rs.10 (Rupees ten only) per MT of shortfall calculated on monthly basis will be recovered

from the bills of the agency. The penalty amount will be calculated as follows:

$[\text{Target-Production}] \times \text{Rs } 10 \text{ per MT}$

$\text{Production} = (\text{Quantity Lifted from crusher} + \text{Closing stock at crusher site} - \text{Opening stock at crusher site})$

- a. The generation of finished products(output) must be 50% of the input.
- b. So, for output of 5,000 MT per month the input must be 10,000 MT per month. If full feed quantity of 10,000 MT cannot be supplied by BSLC, then finished quantity of 5,000 MT cannot be achieved by the agency. In case of less supply of feed quantity the target will be revised proportionately and penalty will be calculated on the basis of revised target. Engineer In charge will certify regarding the availability of feed quantity.
- c. The penalty shall be calculated on monthly basis.

Business Head can take a decision regarding the reduction/waival of penalty.

10 TAXES & DUTIES: Applicable taxes for the contract are liable for deduction from the R.A.Bills of the agency. If the agency has Service Tax Registration Number, then service tax will be reimbursed at actual as applicable.

11.TAX DEDUCTED AT SOURCE: Income tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/ or other Act from the gross value of the bill.

(BUSINESS HEAD)

THE BISRA STONE LIME COMPANY LIMITED
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CHAPTER – III

GENERAL CONDITIONS

1. DEFINITIONS:

- a) **Tenderer/Bidder:** Tenderer/Bidder means an Individual, Society, Partnership Firm, Consortium or Company willing to participate by accepting terms and conditions given in the tender documents.
- b) **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the bidder for consideration of BSLC.
- c) **Name of the Tender:** Name of the Tender means the work to be performed by the bidder/tenderer.
- d) **Techno-Commercial Bid:** Techno-commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid.
- e) **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed format for various activities to be performed by the tenderer.
- f) **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g) **Contractor/Agency:** Contractor means the Individual, person, society, firm or company whose tender has been accepted by the BSLC.
- h) **BSLC:** BSLC means “The Bisra Stone Lime Company Limited”. A company incorporated in India and having its registered office at AG-104, Saurav Abasan, 2nd Floor, Sector – II, Salt Lake City, Kolkata – 700091
- i) **Employer:** Employer means “The Bisra Stone Lime Company Limited”.
- j) **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer authorized by the MD.
- k) **Taxes:** Taxes means Income Tax, Surcharge, Service Tax, Cess Tax, value Added Tax, Entry Tax and any Other Tax, Levy, Fees, Cess as imposed by the Government from time to time.

2. TENDER SUBMISSION :

- a) The tender document complete in all respect shall be submitted in two parts i.e. part-1 Techno commercial bid and part-2 Price bid in separate sealed envelopes clearly super scribing “Techno commercial bid & Price bid” on the respective envelopes. Both the envelopes i.e Techno commercial bid & Price bid” should be sealed in a 3rd separate with complete details superscribing the tender notice no, date. job description, name and address of the bidder.
- b) The company shall not be liable for any delay in submission of the tender documents due to postal delay or other delay and no extension of date/time for tender opening shall be given for this reason.
- c) Tender form containing ‘over written’ or ‘erased’ rate or rates and amount not shown in figures and words in English will be liable for rejection.
- d) Any tender containing clerical or arithmetical mistakes may be rejected.
- e) Any request from the bidder in respect of additions, alternations, modifications, etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

N.B-Any tender submitted by an agency, who had been debarred by any PSU will not be eligible to participate in the tender.

3. OPENING OF TENDER :

- a) The part-1 i.e Techno-commercial bid shall be opened in the presence of the tenderer or their authorised representatives in the conference hall of company’s office at Birmitrapur on the scheduled date and time.
- b) The part-II i.e price bid of the bidders whose Techno commercial bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

4. WORKING HOURS:

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

5 . INTEGRITY PACT:

Integrity Pact will be signed with the successful bidder as per Annexure-V if the value of the contract is about Rs 1 (one) crore. Non signing of the integrity pact will lead to cancellation of the contract at the cost of the contractor and the company will forfeit the EMD.

6. OBLIGATION OF THE AGENCY:

- i. The agency has to provide all safety appliances to their workers as per act, rules and regulation of Mines. Any injury on duty to the workers of the Contractor has to be dealt by them.
- ii. The contractor shall work as per provision of Mines Act,1952,Mines Rules 1955 and Metaliferous Mines Regulations,1961,Labour Laws & Environment guidelines issued by the State Pollution Control Board, Orissa Mining Plan approved by IBM.
- iii. The Contractor shall get fully informed/ apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification. BSLC shall not entertain any request for clarification from the agency regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract will be entertained by BSLC on this account.
- iv. The contractor will maintain all the equipments in safe working conditions in compliance to the guidelines issued by DGMS as per Tenth Conference and will offer the same for inspection by the Mines Manager of the company as and when required.
- v. The agency shall get their establishment registered with the appropriate Regional Provident Fund Commissioner and produce a valid document to Personnel Office within one month from the date of award of this work. In the event of their failure to comply with the above, necessary deductions will be made from their running bills to cover the liabilities under the Provident Fund and Miscellaneous Provisions act,1952.
- vi. The agency shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to

Provident Fund at the prescribed rate along with other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the agency fails to comply with the above, the company reserves the right to arrange for the same along with interest & penalty and the entire amount shall be recovered from the bills/security deposit of the agencies or otherwise.

- vii. The work order is to be accepted by the tenderer within 3 days of communication of the same.
- viii. The agency will commence and complete the work as stipulated in the tender document.
- ix. The agency is to ask for necessary documents/records/Plans of production from BSLC within 5(five) days of acceptance of the work order for carrying out the work. Engineer in charge will provide agency the plans/schedule of work.
- x. The agency shall have to make his own arrangements for travelling, boarding, lodging etc to the site including visit to the respective offices for statutory compliance.
- xi. All other expenditure incidental to such work is to be borne by the agency.
- xii. The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.
- xiii. Agency will comply the direction of Business Head or his authorized representative from time to time.
- xiv. The agency shall be responsible for any adverse remarks made by the regulatory authority and comply the adverse remarks raised by regulatory authority.
- xv. The contractor will maintain all statutory forms, records, registers and returns and produce the same on demand.
- xvi. The contractor will report occurrence of all accidents in the Mines including particulars of his employees involved and payment of compensation as per workmen's Compensation Act to management immediately for bringing notice of the concerned authority. In case the contractor fails to do so company reserves the right to set aside the relevant amount from the bills/dues or other assets of the contractor for settlement of the claim at the sole discretion of BSLC and contractor will be fully responsible for this.
- xvii. In the event of the company sustaining any loss by reason 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 and the contractor will pay company or its agent is final and binding on the contractor.
- xviii. 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.

7. VALIDITY: The submitted quotation should be valid for a minimum of 120 days from the date of opening of Techo-Commercial bid.

8. SIGNING OF AGREEMENT: The successful bidder is expected to appear in the office of Business Head to sign the contract agreement within 10 days and start the work within 15 days from the date of issuance of LOI. In case the agency is decline to sign the agreement or to take up the work within stipulated time, the whole contract may be cancelled.

9. RISK & COST PURCHASE: In the event of failure to fulfill the contract terms for execution of work as per LOI / Work Order, the Company reserves the right to make the contractual obligations carried out by alternative arrangement and the Company shall recover from the tenderer any additional cost involved therein.

10. STATUTORY COMPLIANCE: The bidder has to compliance all statutory clearance applicable to this contract.

11. DAMAGE TO COMPANY PROPERTIES:

During the tenure of the contract, if any damage to company property is made by the act of the contractor's workers, the cost of such damage is liable to be paid by the contractor or may be recovered from the bills of the contractor.

12. DEVIATION: Any incomplete tender or conditional tender received shall be liable for rejection.

13. MODIFICATION OF CONTRACT:

No modification and alternation of the contract is allowed during the currency of the contract. However, any difficulties experienced while execution of the contract can be addressed with the approval of the MD, BSLC and at the absolute discretion of BSLC.

14. RISK PURCHASE

If the contractor fails to achieve the targeted production, management reserves the right to get the work done by other agency at the risk and cost of the contractor and the expenses from the bills of the contractor.

15. FORCE MAJEURE CLAUSE

- i. If either party is prevented from performance of its obligations in whole or part for reasons of force majeure, viz, acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory actions or any clause of whatever nature of description beyond the control, then provide notice of happenings of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.
- ii. 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, earth quake, fire, storm, flood, explosion, any change in the nature of deposits, break down of plant and machinery for what so ever 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, Government order or statutory action of any Government agency or any cause of whatever nature or description beyond the control of the company.
- iii. 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.
- iv. The contractor shall resume work as soon as practicable after such eventuality has ceased to exist of which the company shall be sole judge.
- v. 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.

16. EXIT CLAUSE

Both the parties have right to exit from this contract/agreement by serving notice of at least 90(Ninety) days in writing.

17. TERMINATION OF CONTRACT:

- a. In case the agency declines to take up the work, BSLC reserves the right to terminate the contract and forfeit the

earnest money/security deposit of the agency. In such case, the agency have no claim for the cost that might have incurred for taking the work and the cost of the completed work by that time and the work may be rescinded.

- b. In case of failure to fulfil the contractual terms or if there be any violation of any contractual/statutory provisions, contract may be terminated by giving 30 days notice in writing.

18. ARBITRATION: Any dispute or difference arising out of or in respect of the accepted contract may be referred to the sole arbitration of a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, AG-104, Sector-II, Salt Lake, Kolkata-700091 and his decision in the matter will be final and binding on the bidder and the company. The arbitration will be carried out as per Arbitration Act- 1996 and Rules made there under as amended from time to time.

Note: The High Court of Kolkata and Cuttack will have the jurisdiction to address any unsettled dispute.

**Sd/-
BUSINESS HEAD**

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

PART-1 TECHNO COMMERCIAL BID

Ref: TENDER NOTICE NO- BSLC/MINING/2015-16/JOB NO-19 DATE:
02.01.2016.

SL NO	PARTICULARS	INFORMATION BY BIDDER
1	Name of the bidder	
2	Address of the bidder	
3	Phone number	
4	Mobile number	
5	FAX Number	
6	E-MAIL ADDRESS	
7	In case of downloading of the tender paper, whether the agency has enclosed cost of tender paper in the shape of demand draft in favour of "The Bisra Stone Lime Company Limited" payable at Birmitrapur	
8	Earnest money deposit [a] Draft no. [b] date [c] amount [d] drawn on	
9	Status of the bidder[sole proprietorship/ Partnership/company-private limited or Public limited]	
10	Capacity of the crushing & screening unit should be mentioned(Details of plant & machineries along with the layout drawing & capacity of motors & rotors must be enclosed)	

11	Date of commencement of the job :	
12	Date of commissioning of the job	
13	Whether Proprietorship certificate, Partnership deed, MOA or AOA is enclosed.	
14	Undertaking for not black listed/debarred by any PSU or BSLC	
15	Income Tax PAN Card.	
16	Skill wise number of employees to be deployed a) Unskilled b) Semi skilled c) Skilled d) Highly skilled	
18	Whether any relative is working in BSLC. Please mention the name, designation & department of such relative.	

CERTIFICATE TO BE GIVEN BY THE BIDDER :

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

I/we also certify that I/we have completely read and got acquainted with terms and conditions stipulated in this tender. My/our price bid is based on the basis of our full understanding about the nature of job.

Further, 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 BIDDER
WITH SEAL & DATE**

Annexure-II

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

PRICE BID

Sub.: Crushing & Screening of Dolomite within our mines to produce +2 mm to -6 mm size Dolomite chips by installing a crushing & screening plant on BOOM basis in our mines at BSLC, Biritrapur P.O., Sundargarh Dist, Odisha, 770 033

SL. NO.	DETAILS	IN WORDS Rs.	IN FIGURES Rs.
1	COMPOSITE RATE PER MT		

N.B:

1. The above rate shall be exclusive of Service tax which shall be reimbursed extra at applicable rate.
2. In case there is any discrepancy between figures and words, then the amount quoted in words will be considered for evaluation.
3. **The L-1 bidder will be decided on the basis of lowest composite rate per MT quoted in the Price bid.**

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

UNDERTAKING

To
The Business Head;
The Bisra Stone Lime Company Limited,
Bimitrapur,
Sundargarh (Odisha)

Sub:

Crushing & screening of Dolomite within our mines to produce +2 mm to 6 mm size Dolomite chips by installing a crushing & screening plant on BOOM basis in BSLC Mines, Bimitrapur P.O., Sundargarh Dist, Odisha, 770 033

Tender Notice No:.....

Dated -----

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 all the conditions of the contract and to carry out all work as specifications, failing which, I/We shall have no objection for the forfeiture of 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.

I/We also undertake that I/We will sign the Integrity Pact.

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.

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(TO BE USED BY ALL NATIONALISED 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.-Sundergarh (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 upto _____ on behalf of the tenderer in lieu of Earnest Money Deposit amount 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.

The date of claim should be 30 days after the guarantee is valid. In witness where of the Bank, through its banker has set its hand and stamp on this _____ 20 _____.

WITENESS:

SIGNATURE:

**SIGNATURE:
OFFICIAL ADDRESS**

**NAME:
DESIGNATION WITH BANK**

ATTORNEY AS PER POWER OF ATTORNEY NO.

DATE.

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. Definitions:

a) **“Principal”** means THE BISRA STONE LIME COMPANY LIMITED CO.LTD (OMDC) 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.

a) **“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 bidder, contractor or sub-contractor or of an employee or a representative or an associate of a bidder, 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:

- i. 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, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.

4. Equal treatment of all bidders/Contractors/sub-contractors:

- i. The bidder/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.

- ii. The principal will enter into agreements with identical conditions as that of this Integrity pact, with all bidders/contractors.

5. Dis-qualification from tender process and exclusion from future contracts:

- i. 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.
- ii. 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.**
- iii. 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.
- iv. A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

6. Compensation for Damages:

- i) 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.
- ii) 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:

- i) 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.
- ii) 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)

- i) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- ii) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- iii) The parties will, after submission of a tender:
 - a. allow the IEM unrestricted access to all books, records and staff relevant to such tender;
 - b. 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.
- iv) The parties will, after the award of any Contract to them, and for the duration of the Contract.
 - a. allow the IEM unrestricted access to all books, records and staff relevant to the contract;
 - b. 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.
- v) 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:
 - a. 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.
- b. 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.
 - c. 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 Organisation or individual which carried out or assisted such non-compliance, the IEM will report such matter to the criminal authorities in those territories.
- vi) 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.
 - vii) 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.
 - viii) Free and/or any other incidentals including traveling/conveyance expenses, if any, payable to IEM shall be borne by the Principal.
 - ix) 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.
 - x) 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:**
- i) 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:

- a. It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.
 - b. 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.
 - c. 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.
- ii) 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.
 - iii) 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:

- i) 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.
- ii) 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:

- i) The Principal will disqualify from the tender process Tenderer/Tenderers who does/do not sign this pact or violate its provisions.
- ii) 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.
- iii) This agreement is subject to Indian law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- iv) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- v) Address 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 104,2 ND Floor, Sourav Abasan, Sector II, Salt Lake City, Kolkata-700091(India).	Tel: (033) 4016-9201 Fax: (033) 4016-9204
2. <Details of Tenderer are to be filled in by Tenderer concerned >	

vi) 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.

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

For the Principal
Tenderer/Contractor

Place: _____
Date: _____

For the

Witness 1: _____
Witness 2: _____
