

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

**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ORISSA. PIN -770033.**

**REGD. OFFICE: PLOT NO. 255, PRISTINE GREEN, POKHARIPUT,  
BHUBANESWAR -751020**

**NOTICE INVITING TENDER**

NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08

DATE: - 29/03/2025

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmitrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.

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**Name of the Tenderer** : \_\_\_\_\_

**Address of the Tenderer** : \_\_\_\_\_

\_\_\_\_\_

Money Receipt No: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE  
TENDERER**

[Price of the Tender Documents Rs 1180 (Rupees One thousand one hundred eighty) only  
including GST]

**THE BISRA STONE LIME COMPANY LIMITED**  
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**CHAPTER – I**

**01. INFORMATION TO BIDDERS:**

Sealed Tenders in prescribed format are invited from reputed and experienced agencies for supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmitrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.

**02. RATE TO BE QUOTED:**

Rate to be quoted in the prescribed price bid format in Part- II.

**03. Tender Document:**

Non-transferable tender documents can be obtained from the office of the Manager (finance), B.S.L.CO.LTD, Birmitrapur during office hours on any working days as per schedules given below on payment of Rs 1180 (Rupees One thousand one hundred eighty) including GST only per unit or can be downloaded from our website [www.birdgroup.co.in](http://www.birdgroup.co.in) & in CPP portal .In case of downloading the cost of tender document is to be deposited by demand draft drawn in favour of “The B.S.L.Co.Ltd” payable at Birmitrapur/Rourkela.

In case of downloaded tender, the bidder has also to submit an undertaking on the company’s letter head that no amendment have been made in the tender document downloaded from company’s website, at the time of submission of tender document. In case of non submission of cost of tender document, the tender shall be liable for rejection.

**04. PRE-BID CONSULTATION**

The bidders are free to join pre bid consultation to be held on 10/04/2025 at 10 AM in the office of the BUSINESS HEAD, B.S.L.CO.LTD, At/Po-Birmitrapur, Dist-Sundargarh, Odisha, for clarifying doubts/seeking explanations in regard to provision of the tender. The tender document may be amended suitably if any genuine doubts or explanation sought, are needed solely at the discretion of the company. Amendments so made will be published on the company’s website within 07 days before the opening of the bid.

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

Sl.	Particulars	Detailed of Tender
1.	<b>Tender Notice No.</b>	NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08 DATE: - 29/03/2025
2.	<b>Name of the Work</b>	Sealed Tenders in prescribed format are invited from reputed and experienced agencies for supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmitrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.
3.	<b>Cost of Bid Document</b>	Rs 1180 (Rupees One thousand one hundred eighty) including GST only.
4.	<b>BID SECURITY (EARNEST MONEY DEPOSIT)</b>	Rs. 37,500/- (Rupees thirty seven thousand five hundred only). The amount of Earnest Money shall be deposited by way of Bankers Cheque / Demand Draft / Pay Order/ Bank Guarantee with validity of 12 months from the date of opening of the technical bid, from any Scheduled Commercial Bank except Co-operative and Gramin Bank(s) payable to “The Bisra Stone Lime Company Limited” payable at Birmitrapur /Rourkela. MSME unit are exempted from submission of EMD.
5.	<b>Availability of Tender Documents</b>	Office of the Manager (Fin), BSLC, Birmitrapur & from <a href="http://www.birdgroup.co.in">www.birdgroup.co.in</a> , & in CPP portals.
6.	<b>Place &amp; Time of Pre Bid Consultation.</b>	10/04/2025 at 10 A.M. in the office of the Business Head, BSL. Co. Ltd, At/Po- Birmitrapur, Dist- Sundargarh, Odisha
7.	<b>Date of Issue of Bid Documents</b>	From 29/03/2025 to 18/04/2025.
8.	<b>Last Date of Submission of Bid Documents</b>	19/04/2025 up to 4.00 P.M.
9.	<b>Date of Opening of Techno-commercial Bid</b>	19/04/2025 at soon after 4.30P.M.
10.	<b>Date of Opening of Price Bid</b>	To be intimated later on after technical evaluation
11.	<b>Commencement of Job</b>	From the date of receipt of LOI/Work order.
12.	<b>Period of Contract</b>	02 month from issue of Letter of Intent (LOI)/Work order either in e-mail or hard copy.
13.	<b>Validity Period of Bid</b>	180 days from the date of opening of Part-I (Technical offer)

**BUSINESS HEAD  
BSLC LTD**

**THE BISRA STONE LIME COMPANY LIMITED**  
**(A GOVT OF INDIA ENTERPRISE)**  
**MINES OFFICE: BIRMITRAPUR, DIST-SUNDARGARH, ORISSA. PIN - 770033.**

**REGD. OFFICE: PLOT NO. 255, PRISTINE GREEN, POKHARIPUT,**  
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NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08

DATE: - 29/03/2025

**CHAPTER-II**  
**SPECIAL CONDITIONS**

**1. SCOPE OF WORK**

- 1.1. Supply, installation & commissioning of one (01) number of (CAAQMS) i.e **PM10, PM2.5, SO2, NO2, CO & Weather Monitoring Station** of Bisra Stone Lime Company Limited, Birmitrapur, Dist- Sundargarh over a lease area of 793.043 Hectares as per CPCB/SPCB Guideline.
- 1.2. Data transmission to SPCB & CPCB.
- 1.3. Data Co-ordination with existing display board for displaying the data.
- 1.4. Civil foundation for port cabin / E-Room: Port cabin [approx. size: 3m (W) x 3m (L) x 2.7m (H) for the online analyzers with fire extinguishers – 1 no.
- 1.5. Installation area shall be covered under proper lightening arrestor.
- 1.6. Electricity power supply will from source BSLC; however the connecting electrical materials will be supplied by the Agency.
- 1.7. PC with specification as under: - i5 Processor, 8GB RAM, 1TB HDD with windows latest operating system.
- 1.8. All the parameters must have USEPA Certificate & with include annual Maintenance Contract (AMC) for 2yrs.

**2. Scope of Supply:-**

**Specifications including technical parameters:**

- 2.1. BSLC shall procure one Continuous Ambient Air Quality Monitoring Stations (CAAQMS) as per CPCB/ SPCB guidelines from the selected agency.
- 2.2. The Agency shall evaluate the field condition and its software at Central Station shall support dial-up systems, broadband connectivity, wireless connectivity, 4G/5G or any new technology which shall be in place during the project time shall be compatible with the network connectivity available in the field to ensure smooth and uninterrupted data transmission to SPCB/CPCB server.
- 2.3. Continuous Ambient Air Quality Monitoring Stations (CAAQMS) shall be installed compatible with the network connectivity available in the field.
- 2.4. The Agency shall check with CPCB/ SPCB regarding the requirement of CPCB/ SPCB connectivity server before bidding. Laying of optical fiber line along with related accessories shall be provided by the Agency till the proposed location of installation of Continuous Ambient Air Quality Monitoring Stations (CAAQMS).
- 2.5. Furniture such as working table – Powdered coated MS frame size 1400 x 900 x 750 mm (w x d x h) and top 19 mm thickness Board and revolving tilting chair – 2 Nos.
- 2.6. Split type 1.5-ton capacity ACs, roof mounted of 5-star rating with an automatic timer (with automatic switch over facility) for monitoring station with separate voltage stabilizer for each unit – 2 Nos.
- 2.7. Infrastructure for data acquisition and online transfer of data to SPCB/CPCB server supply.

**2.8.** Installation of UPS (with 4 hours backup in full capacity) within the shelter/RCC Rooms as per the technical specification of the online systems (proposed for installation).

**2.9. Data Backup:-**

- a. There should be defined data backup procedure through which data can be extracted from station computer in simple text format / excel (user definable).
- b. There should be defined restore procedure also to restore the data in case of data loss.
- c. A display screen should be available to update the user about data availability.

**2.10. Calibration and Reporting Formats:**

- a. The calibration procedures for analyzers shall conform to US EPA methodologies and shall include daily calibration checks, biweekly precision checks and linearity checks every six weeks.
- b. All analyzers shall undergo full calibration every six weeks.
- c. Data obtained from these calibration checks and copies of associated Quality Assurance and calibration documentation, shall be submitted to BSLC along with the Air Quality Data.
- d. Air Quality Data shall be submitted to the Buyer on a monthly basis in the form of an Air Quality Report. This report shall include tabular and graphic information on gas and dust concentrations.
- e. The data shall be reported in the form of 15-minute averages and shall also include daily, weekly and monthly averages, minimums, maximums, standard deviations, total data captured and percent data capture.

**3. CONTRACT PERIOD:**

The contract period will be 02 months after 7<sup>th</sup> days of the receipt of e-mail of LOI / Work order for supply, installation & commissioning of the CAAQMS. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (BSLC) that the delay is beyond the control of the agency/ tenderer. Further 01 month time period will be extended by the approval of Business Head.

**4. GUARANTEE:**

**4.1.** The selected agency shall give warranty of the Manufacturer for satisfactory performance of all the components of Continuous Ambient Air Quality Monitoring Stations for a period of 1 (one) year from the date of successful installation and commissioning of the System. The selected agency shall replace defective materials free of cost during the warranty/ guarantee period. Replacement during Warranty/ Guarantee Period shall be made by the selected agency free of all charges on site including freight, insurance and other incidental charge.

**4.2.** The Warranty/ Guarantee shall be in the name of BSLC.

**4.3.** All such work shall be carried out by the selected Agency at his own expenses. If the Agency shall fail to do any such work, BSLC shall be entitled to carry out such work by own workmen or by other Agencies and cost thereof will be deducted from selected Agency outstanding dues including security deposit.

**5. EARNEST MONEY DEPOSIT**

Tender must be accompanied by a DD/PO/BC for an amount of Rs. 37,500/- (Rupees thirty seven thousand five hundred only) in favour of The Bisra Stone Lime Company Ltd, payable at Birmitrapur /Rourkela or a Bank Guarantee for an equivalent amount from any

Nationalized bank/Scheduled Commercial Banks in the prescribed format (Format enclosed) favouring The Bisra Stone Lime Company Ltd.

In case of BG, it should be valid for a period of 12 months from the tender opening date i.e 19.04.2025 .The validity of BG is to be extended depending on the need of job. EMD of unsuccessful bidder will be returned. The EMD amount shall not bear any interest. In case any party denies accepting the work order / contract, their EMD shall be forfeited. Tender without EMD shall summarily be rejected.

Note: -

- a) Earnest Money Deposit of the unsuccessful bidder will be refunded / returned within 1(one) month after finalization of the tender.
- b) 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 12 months after expiry of the contract period. Further 5% of the bill of the contractor shall be deducted towards Security Deposit.
- c) The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit (EMD), provided they submit a letter requesting for exemption from submission of EMD along with the offer.
- d) Start-up MSMEs are relaxed in submission of EMD.
- e) Earnest Money should be deposited in form of BG/DD/PO drawn on any Nationalized /Scheduled Bank. The Small Scale Industries who are registered with Industries Department, Government of Odisha or the National Small Industries Corporation Ltd. (NSIC) are exempted from submission of Earnest Money Deposit for participating in the tender and shall submit a self-attested copy of the permanent registration of their Small Scale Industries along with their Tender. In place of Earnest Money the SSI, NSIC and MSME shall submit “Performance Guarantee Bond” (Annexure- II) in lieu of EMD/ Security Deposit if they become L1 bidder. The Small Scale Industries who are registered for the particular trade/Item, for which this Tender is relevant, will be exempted from submission of Earnest Money Deposit but submit Performance Guarantee Bond if they become L1 bidder. Such industries with their provisional/ temporary registration and not registered for the particular trade/Item for which tender is being invited would not be eligible for exemption.
  - i) Cheques, Bonds, guarantee bonds and Govt Securities (Stock Certificates, bearer bonds, promissory notes, and cash certificates) will not be accepted towards the earnest money. No interest will be paid on EMD.
  - ii) Tender without prescribed earnest money shall be rejected.
  - iii) 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: The bidders who are exempted to deposit EMD by State or Central Govt. or Govt. Institutions will have to produce a valid certificate in place of EMD.

## **6. SECURITY DEPOSIT (SD):**

- (i) EMD of successful bidders will be converted into Security Deposit.

- (ii) 5% of the gross bill value (running / final) of the contractor shall be deducted towards Security Deposit including EMD till its reach 5% of contract value.
- (iii) The security deposit does not bear any interest.
- (iv) The Security Deposit shall be released/ settled after expiry of 12 months guarantee period (defect liability period) from completion of the job in all respect only after submitting clearance certificate from the civil department.

## **7. ELIGIBILITY CONDITION:**

In order to qualify in the techno commercial bid of the tender, the tenderer must produce the following documentary evidence with the techno-commercial bid.

- i) The tenderer must submit cost of tender document in shape of demand draft/Money Receipt of Rs 1180/- drawn in favour of “The B.S.L.Co.Ltd” payable at Birmipur along with the techno commercial bid.
- ii) Registered Partnership deed in case of a partnership firm b) Memorandum of Article and Article of Association in case of Limited company, c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
- iii) The EMD of Rs 37,500/- in shape of crossed DD/PO/BC for an amount of Rs. 37,500/- (Rupees thirty seven thousand five hundred only) in favour of The Bisra Stone Lime Company Ltd. Payable at Birmipur /Rourkela or a Bank Guarantee for an equivalent amount from any Nationalized bank/Scheduled Commercial Banks in the prescribed format (Format enclosed) favoring The Bisra Stone Lime Company Ltd.
- iv) Copy of PAN card is to be submitted by bidder.
- v) The agency must have PF & GST registration. Copy of PF code Number & GST number is to be enclosed.
- vi) The Agency must have similar work i.e. experience in supply, Installation and commissioning of CAAQMS of Rs 24.98 lakh (one work). The similar work should have been executed and completed during the past five years and must produce documentary support of their credential.
- vii) The Bidder should have supply, Installation and successful commissioning of at least 3 nos. CAAQMS for online Continuous Ambient Air Quality Monitoring and analysis of parameters such as PM10, PM2.5, SO2, NO2, CO & Weather Monitoring Station as per the CPCB guidelines in the last five years, and out of which At least 01 no. CAAQMS shall be supply, Installation and successful commissioning in a State or Central PSU/ Govt. Organizations.
- viii) The Bidder must be a manufacturer or an authorized dealer and also done installation & commissioning as per SPCB / CPCB guidelines i.e. PM10, PM2.5, SO2, NO2, CO & Weather Monitoring Station.
- ix) Relevant purchase orders containing the value of the goods supplied and installed; and Completion certificate from their customer(s), regarding successful supply and installation of the goods.
- x) For Manufacturers - Copy of manufacturing license, For Authorized Dealer – Copy of Authorization certificate as well as manufacturing license of Original Equipment Manufacturer (OEM).

Note: - Experience in the name the partners of the firm or that Directors of the company will be considered as experience of the firm/company participating in the tender.

- xi) An undertaking, in company /firm's letterhead is required regarding that the party has not been debarred/blacklisted by any PSU and BSLC at any point of time.
- xii) A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per(Annexure – I)
- xiii) The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.
- xiv) The Bidders must have average financial annual turnover at least Rs 14.99 Lakhs during last 03 financial years (i.e. 2021-22, 2022-23 & 2023-24). Copy of audited financial statement.
- xv) Bidding in the form of a consortium is **NOT** allowed.

(Note: Submission of any forge document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.)

#### **8. EVALUATION OF THE BIDS:**

The bidders are advised to quote their rates in the format given in Part-II (Annexure –II) of this tender document. Price Bids of the Bidders, whose Techno-Commercial Bids are technically qualified will be opened afterwards in presence of the authorised representatives on a suitable date and time, which will be intimated to the technically eligible bidders in due course.

L1 bidder will be evaluated on the basis of lowest rate quoted in the price bid.

#### **9. AWARD OF CONTRACT:**

- i) The company reserves the right to accept or reject any or all tenders without assigning any reason thereof. The L1 Agency should be considered for award of the contract.
- ii) Award of contract shall be made at the absolute discretion of Company. The company reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission of tender.
- iii) Company also reserves the right not to accept the lowest offer.
- iv) In case of failure of the contractor for execution of the work (L1 Agency), the contract will be terminated and balance work will be awarded to the other agency at the risk and cost of the contractor who failed to perform. However, if the L1 Agency fails to perform, the L1 Agency cannot be considered along with other Agencies by splitting the work.

#### **10. SUBMISSION OF BILL & PAYMENT CONDITIONS:**

Payment will be made in two installments:



**10.1** 1st running bill of 40% towards supply of one (01) number of (CAAQMS) i.e. PM10,PM2.5,SO2,NO2,CO & Weather Monitoring Station at BSLC Mines, Birmitrapur along with purchased bill in the name of Bisra Stone Lime Company Limited.

**10.2**The final bill of 60% towards installation & commissioning with civil work of one (01) number of (CAAQMS) i.e **PM10,PM2.5,SO2,NO2,CO & Weather Monitoring Station**. The data supply to SPCB server with confirmation by ID & Password from SPCB.

**10.3**The Agency will submit the running /final bill in duplicate after completion of the specific job / whole job with full satisfaction to the mining department along with purchased order of CAAQMS in the name of Bisra Stone Company Limited, Birmitrapur. Work completion running the CAAQMS with data supply to SPCB server and confirmation letter from SPCB. The bill will be certified & verified from the Manager (S & P), Geologist and Manager Mines.

**10.4**The duly approved bill by the Business Head will be sent to finance Department for payment.

**10.5**The net bill amount after deduction of security deposit, applicable taxes and liabilities under the contract will be paid the contractor within 30 days of its submission subject to availability of fund.

**11. AREA OF OPERATION:**

Within Mining Lease area of BSLC, BIRMITRAPUR

**12. BASIS OF PAYMENT:**

- i) Payment will be made as per point No 10 of Chapter II.
- ii) Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.
- iii) All bills will be subject to deduction of the TDS, security, any other dues deductions, if any as per the contract.
- iv) Payment will be made within 30 days of the receipt of the approved running / Final bill by Finance Dept through RTGS/ CBS. GST shall be reimbursed extra at applicable rate.

**13. PAYMENT AND SETTLEMENT OF BILLS:**

Payment will be made as per point No 10 of Chapter II. GST shall be reimbursed extra at applicable rate.

**14. PENALTY, WAIVAL & TERMINATION:**

If the tenderer has not commenced the work from the date as mentioned in the LOI/work order, the EMD/security amount deposited for the work shall be forfeited. If the work is commenced but not completed within the scheduled time i.e. 02 months from the date of awarding LOI/ Work order then BSLC can cancel the contract & forfeit the EMD/security amount. BSLC will not entertain any payment for the part work done by the agency till such time. If the delay is found to be for reasons, which are beyond the control of the tenderer, the penalty can be waived by Business Head of BSLC on receipt of request from tenderer and recommendation of respective departments. The Business

Head if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD shall be forfeited. If the delay is due to contractor, then penalty will be deducted maximum 2% of the contract value.

#### **15. TAX DEDUCTED AT SOURCE:**

Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act and or other Act from the gross value of each bill.

### **CHAPTER-III**

#### **GENERAL CONDITIONS**

##### **01. Definition:**

- a. **Tenderer/Bidder:** Tenderer /Bidder means a person, Society, Firm, or Company willing to participate by accepting terms and conditions given in the tender documents;
- b. **Tender:** Tender means the work to be performed according to the tender documents (both technical and commercial) submitted by the tenderer for consideration of BSLC;
- c. **Name of the Tender:** Name of the Tender means the work to be performed by the tenderer;
- d. **Techno-Commercial Bid:** Techno-Commercial Bid means documents regarding eligibility condition as stipulated in the tender documents for qualifying the bidder for consideration of the Price Bid;
- e. **Scheduled Rate:** Scheduled Rate means the rate quoted by the tenderer in the prescribed Price Bid Format to be performed by the contractor;
- f. **Price Bid:** Price Bid means the document containing the scheduled rate to be considered for the purpose of evaluation and award of contract.
- g. **Contractor:** Contractor means the person or society, firm, company whose tender has been accepted by the BSIC;
- h. **BSLC:** BSLC means “The Bisra Stone Lime Company Limited” A Company incorporated in India and having its registered office at Plot No.2132/5131/5161(Part), Jayadev Nagar,Nageswar Tangi, Bhubaneswar – 751002.
- i. **Employer:** Employer means BSLC
- j. **Competent Authority:** Competent Authority means Managing Director (MD) or any designated officer by the MD;
- k. **Taxes:** Taxes means Income Tax, Surcharge, GST, Fees, Cess imposed by the Government from time to time.
- l. To deposit EMD by State or Central Govt. or Govt. Institutions will have to produce a valid certificate in place of EMD.

**m. Similar Work:-** Supply, Installation, Commissioning, Data connectivity with SPCB/CPCB server and data report of CAAQMS.

## **2. TENDER SUBMISSION:**

- i. The bidder shall submit the Tender in 2 (two) parts consisting of Part –I (Techno –Commercial) and Part – II (Price Bid) each in separate envelopes duly sealed and super scribed with the Tender Notice Number. The documents of Earnest Money Deposit & Cost of Tender document are to be put in a separate envelop duly sealed and super scribed with the word “ Earnest Money Deposit & Cost of Tender Document”. All the 3 (three) envelopes containing Part – I, Part – II, Earnest Money & Cost of Tender shall be put in a 4<sup>th</sup> (fourth) envelop dully sealed, super scribed with Tender Notice No. Name of the job, date of opening of Technical Bid and submit in following address – **The Business Head, The Bisra Stone Lime Company Ltd., PO: Birmitrapur. Dist: Sundargarh (Odisha) PIN: 770033.**

**Note:** Bids received after 4.00 PM will be rejected, however bids received between 3 PM & 4.00 PM before opening of tender may be accepted by the company.

- ii) Tender form containing ‘over written’ or ‘erased’ rate or rates and amount not shown in figures and words in English will be liable to rejection.
- iii) Any tender containing clerical or arithmetical mistakes may be rejected.
- iv) Any request from the bidder in respect of additions, alterations, modifications etc of either terms or conditions or rates of his tender after opening of the tender may lead to rejection of his tender.

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

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

The Part-I, i.e. Techno-Commercial Bid shall be opened in the presence of the bidders or their accredited representative at time and date as given in Chapter-I

Part-II i.e. Price Bid of the Bidders, whose Techno-Commercial Bids are found acceptable shall be opened afterwards on a suitable date, which will be intimated to the bidders in due course.

## **4. Validity:**

The Tender and the prices quoted shall be deemed to be remained valid for a period of 180 calendar days from the date of opening of Part-I (TECHNICAL Bid). In case of tenderer revoking or withdrawing/cancelling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of BSLC, the Tender submitted shall be liable for rejection and the BSLC shall forfeit the Earnest Money paid by the Tenderer along with the Tender.

## **5. ESCALATION/DE-ESCALATION:-**

The tendered/agreed price will be firm and fixed and no escalation in any form will be entertained during the tenure of the contract.

## **6. WORKING HOURS:**

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

**7. OBLIGATION OF THE AGENCY:**

- i. Safety/Protective equipment like helmets, safety shoes, boots, safety belts, leg-guards fluorescent Jacket, Ear Plug Mask etc. shall be provided by the contractor to all his workers at its own cost. The contractor has to make provisions of such equipment for his workers before engaging them at work and also to continue to provide the same as per requirements during the contractual period at his cost. In case the contractor fails to provide safety equipment, Company will procure the safety equipments and supply to the workers of the contractor(s).The cost of procurement will be recovered from contractor(s) dues or otherwise.
- ii. The Tenderer shall work as per provision of Mines Act, 1952 Mines Rules 1955 & Metalliferous Mines Regulations, 1961 & Environment Guidelines issued by the State Pollution Control Board, Odisha & Mining Plan approved by IBM.
- iii. The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification. Company shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment by the contract will be entertained by Company on this account.
- iv. The Tenderer shall abide by all Industrial & Labour Laws applicable to Mines.
- v. The Tenderer shall abide by the IBM approved mining scheme and will not contravene any statutory provisions applicable to mines.
- vi. The Tenderer will indemnify the Company for any loss or damages, which it may suffer on the part of the contractor, due to default or negligence in part of the contractor or its employees.
- vii. Tenderer shall arrange for all inputs required to operate the equipments and/or do the job and maintain the equipments. Besides this, cost of operators and all consumable items will be borne by the contractor.
- viii. The Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work by submission of the tender and the rates quoted by him in the Tender will be considered adequate to complete such work according to the specifications and condition attached thereto. It will also be assumed that he has taken into account all conditions and difficulties that may be encountered during the process of execution of work and quoted the rates which are inclusive of labour and material with taxes, Octrai and other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the company.
- ix. Award of the contract will be intimated to the successful bidder through LOI.
- x. If the Tenderer has any relative employed in any capacity in the Company, he shall inform the Company in writing about this fact while submitting his tender, failing which his tender/contract may be rejected/ terminated, if the fact subsequently discovered. In such case the bidder/contractor shall be liable to make good to the

Company to any loss/ damage resulting from such cancellation. The Company may recover the loss/ damage from outstanding dues or/and EMD/SD of the bidder/ contractor.

- xi. No agreement is valid unless signed by the contractor or his duly authorized agent and by a competent person on behalf of the employer.
- xii. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
- xiii. The form of agreement, form of Tender, invitation of tender, Instruction to Tenderers, General conditions of contract, special conditions of contract, specifications, the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications and drawing and the works items in the tender schedule, the works in the tender schedule shall prevail for determining the rate.
- xiv. In case of abnormally low quoted rate, the company reserves the right to call justification for the lowest tenderer.
- xv. The Tenderer will make his own arrangement for safety & security for equipments deployed by him at work site.
- xvi. The work order is to be accepted by the tenderer within 3 days of communication of the same.
- xvii. The tenderer will commence and complete the work as stipulated in the tender document
- xviii. Compliances of the all government formalities/guidelines/rates etc. in respect of carrying out the above work shall have to be duly complied by the agency.
- xix. The tenderer is to ask for necessary documents/records from BSLC within 03 days of acceptance of the work order for carrying out the work. If documents are not available with BSLC, then the tenderer has to make/collect the same at his own cost.
- xx. The Tenderer shall have to make his own arrangements for traveling & fooding during contract period.
- xxi. The job cannot be sublet in part or in whole without the written consent of the Business Head of BSLC, Birmitrapur.
- xxii. The Tenderer will comply the direction of Business Head or his authorized representative from time to time.

## **8. Additional Instructions to Bidders:**

Site-visit:

- a. Bidders who have paid the Tender Paper Fee, on producing the proof of such payment may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.

- b. Bidders shall bear their own costs and make their own arrangements required for visiting the Site. BSLC will only facilitate their visit.
- c. The date of the site visit is provided in the Schedule for the Tender. Bidders who are interested to visit the site shall inform the Mines Manager mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

**9. RESPONSIBILITY OF BSLC LTD:**

- i. BSLC will provide electricity & Water sources.
- ii. Free Accumulation during the execution of the job

**10. INTEGRITY PACT:**

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

**11. LEGAL & MISCELLANEOUS OBLIGATION:**

- i. The Contractor will have to maintain all statutory forms, records, registers, licences and other documents required as per Mining Laws, Personnel Laws, Provident Fund Rules and other Laws related to and governing such type of works. Payment, safety, training, compensation, bonus of personnel employed for this job shall be according to laws governing such type of works
- ii. Safe operating procedures shall be provided by the contractors to their personnel deployed for operating equipments and ancillary activities.
- iii. The Contractor shall report occurrence of all accidents in the Mines including particulars of his Employees involved and effective payment of compensation as per the Workmen's Compensation Act, as amended from time to time within the prescribed time limit. In case of such accidents, the contractor must immediately bring it to the notice of the Mines Manager who will send necessary notice to the concerned authorities. In the event of Contractors' failure to pay/deposit with the Commissioner the amount of compensation payable under the Workmen's Compensation Act., the Company shall have the right to set aside the relevant amount from the Bills or other assets of the contractor with them for the settlement of the claims arising under the said Act and Rules at their own discretion and the contractor shall bear the full responsibilities in this behalf.
- iv. The contractor shall be responsible to comply the provisions under the Mines Act 1952 and the Rules & Regulations framed there under in the matter of mining activities, health, cleanliness, working hours, annual leave with wages etc. and various other provisions in the said Act in the works Connected with the operation of mines. Any violation in this regard will be treated as Breach of Contract and necessary action shall be taken by the company as deemed fit, including termination of the contract.
- v. In the event of the Company sustaining any loss by reasons of any damage to any of its property which in the opinion of the Company is due to the negligence or carelessness of the contractor or his employees, the Company shall be entitled to

recover from the contractor(s) and the contractor will pay to the Company the full amount for such loss. The amount of any such loss as certified in writing by the Company or its agent is final and binding on the contractor.

- vi. 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.
- vii. With regard to execution of this work, the contractor shall abide by the direction of Mines Manager or any nominated officer of the Company.
- viii. The Contractor shall comply and abide by all the provisions, orders etc. framed under F.C. Act 1980, E.P. Act, 1986 & MMDR Act, 1957 & rules/regulations/guide line framed there under and amended from time to time by the Central Government and Mining Plan as approved by IBM and the Pollution Norms stipulated by OSPCB.

## **12. DEVIATION:-**

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

## **13. MODIFICATION OF CONTRACT:-**

The Company reserves the right to make any modification/alteration in the condition as mentioned in the Tender by signing the agreement with the successful bidder(s) to address confusion or interpretation of requirement or any terms and condition which may affect the smooth working.

## **14. COUNTER OFFER:**

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

## **15. RISK PURCHASE:**

In the event of failure to full fill the contract terms for execution of work as per letter of intent/contract, the company reserves the right to make the contractual obligations carried out by alternative arrangement and the company shall recover from the agency and additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management.

## **16. FORCE MAJEURE CLAUSE:**

- i. The Contractor shall have no claim whatsoever against the Company for any loss/damage caused to the contractor by reason of war, riot, commotion, disturbance, pestilence/epidemic sickness, strike, lock-out, earthquake, fire, storm, flood, explosion, any change in the nature of deposits, break down at plant or machinery for whatever reason, failure/restriction of electrical or other power. Act of God, scarcity/insufficiency of supply of wagons by Railways, preventing or

delaying the loading of ores, Government requisition, Govt. order or statutory action or any cause of whatever nature or description beyond the control of the Company.

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

**17. PERFORMANCE:-**

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.

**18. ARBITRATION:-**

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitrator, a person appointed by the Managing Director, The Bisra Stone Lime Company Limited, REGD. OFFICE: PLOT NO. 255, PRISTINE GREEN, POKHARIPUT, BHUBANESWAR -751020 and his decision in the matter will be final and binding on the contractor and the Company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

Note: The Court of Bhubaneswar will have the jurisdiction to address any unsettled dispute. (Note: Submission of any forged document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.)

**BUSINESS HEAD**



**THE B.S.L.CO.LTD, BIRMITRAPUR**

**PART- I: TECHNO COMMERCIAL BID**

**Sub: Selection of Agency for** supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmitrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.

NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08

DATE: - 29/03/2025

<b>Sl.No</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the Bidder	
02	Address of the Bidder	
03	Mobile/Land line/Fax No.	
04	Payment towards cost of tender paper for Rs.1180/-	MR/DD/BC No Date: Drawn on: Amount:
05	Payment towards EMD for Rs.37,500/-	DD/BC No Date: Drawn on: Amount:
06	Status of the Bidder (Proprietorship/ Partnership/Registered company)	Copy enclosed/Not enclosed (put a tick mark)
07	IT Permanent Account No.	Copy enclosed/Not enclosed (put a tick mark)
08	Latest three income tax returns (i.e. 2020-21, 2021-22 & 2022-23)	Copy enclosed/Not enclosed (put a tick mark)
09	GST registration	Copy enclosed/Not enclosed (put a tick mark)
10	PF registration	Copy enclosed/Not enclosed (put a tick mark)
11	Undertaking regarding blacklisting	Copy enclosed/Not enclosed (put a tick mark) if applicable.
12	Experience certificate of similar works (The Bidder should have supplied/ erected/ commissioned at least 3 nos. equipment/ system for online Continuous Ambient Air Quality Monitoring and analysis of parameters such as PM10, PM2.5, SO2, NO2, CO & Weather Monitoring Station as per the CPCB guidelines in the last three years, and out of which At least 01 no. equipment/ system shall be supplied and commissioned in a State or Central PSU/ Govt. Organizations)	Copy enclosed/Not enclosed (put a tick mark)

13	Relevant purchase orders containing the value of the goods supplied and installed; and Completion certificate from their customer(s), regarding successful supply and installation of the goods.	
14	Expected date of commencement of work	
15	Whether the bidder is an employee or any relative is working in BSLC	YES/NO (If yes, then please mention the name, designation and department of self or such relative )

**CERTIFICATION BY BIDDER:**

I/we certify that the above mentioned particulars are correct and to the best of my/our knowledge. In case any statement made above is found not correct my/ our tender may be rejected by the company.

I/we also certify that I/we have visited the mines and perused the related document plans/other particular got fully conversant with the status of the project and our price bid is based on the basis of our full understanding about the job.

I/we also authorise the company to forfeit my/our Earnest Money in case I/we fail to take up the job if my/our tender is accepted.

**Signature of Bidder with Seal**

**Date:**

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

**PART-II i.e. PRICE BID**

**Sub:-** Selection of reputed and experienced agencies for supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmiritrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.

NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08

DATE: - 29/03/2025

Description of Work	Unit	Amount in Rs
Supply, installation & commissioning of one (01) number of (CAAQMS) i.e <b>PM10,PM2.5,SO2,NO2,CO &amp; Weather Monitoring Station</b> of Bisra Stone Lime Company Limited, Birmiritrapur, Dist-Sundargarh over a lease area of 793.043 Hectares as per CPCB/SPCB Guideline. (As per Scope of Work mentioned in Chapter –II)	01	In Figures: <b>Rs.</b> -----  In words: <b>Rupees</b> ----- <hr/>

N.B:

- i) GST will be reimbursed extra as applicable.
- ii) Where there is a discrepancy between the rate in figures and words, the rate in words will govern.

**SIGNATURE OF BIDDER WITH SEAL**

**DATE:**

**UNDERTAKING**

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

**Sub:** Selection of reputed and experienced agencies for supply, installation & commissioning of one number of Continuous real time Ambient Air Quality Monitoring Station (CAAQMS) of Bisra Stone Lime Company Limited, Birmitrapur, and Dist- Sundargarh over a lease area of 793.043 Hectares as per SPCB Guideline.

**Ref:** NIT NO: BSLC/MINING-CAAQMS/2024-25/Job No.08

**DATE:** - 29/03/2025

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by BSLC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

I/We also undertake that I/we have not been blacklisted by any PSU or debarred by BSLC at any time.

I/We enclose herewith the required documents.

Yours faithfully,

Signature of the Tenderer  
With Seal

Encl: List of documents

- [I] Tender Schedule
- [ii] Part-I Techno commercial Bid
- [iii] Part-II Price Bid.

**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 tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

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

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

This date 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:

NAME:

OFFICIAL ADDRESS

DESIGNATION WITH BANK

**ANNEXURE-III**  
**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 organizational procedures, for Construction .....Rs..... Lacs. The principal values full compliance with all relevant laws and regulations and the principles of economical use of resources and of fairness and transparency in its relations with its Tenderer(s) and/or Contractor(s).

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

**IT IS AGREED AS FOLLOWS:**

**1.0. DEFINITIONS:**

- 1.1. “Principal”** means THE BISRA STONE LIME CO.LTD (BSLC) incorporated under the Companies Act, 1956, having their registered Office at **REGD. OFFICE: PLOT NO. 255, PRISTINE GREEN, POKHARIPUT, BHUBANESWAR -751020**
- 1.2. “Tenderer”** means the person, firm or Company submitting a tender against the Invitation to Tender and include his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.
- 1.3. “Contractor”** means the person, firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contractor.
- 1.4. “Independent External Monitor”** means a person, hereinafter referred to as IEM, appointed, in accordance with **Clause 8.a** below, to verify compliance with this agreement.
- 1.5. “Party”** means a signatory to this agreement.

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

## **2.0. COMMITMENTS OF THE PARTIES:**

### **2.1. Commitments of the Principal:**

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

- i) No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- ii). The Principal will, during the tender process, treat all Tenderer with equity and reason. The Principal will in particular, before and during the tender process, provide to all tenderer the same information and will not provide to any tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.
- iii). The Principal will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
- iv). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti corruption Laws of India / guidelines of Govt. / guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Department and in addition can initiate disciplinary actions.
- v). If the Principal obtains information of conduct of a Tenderer, contractor or sub contractor or of an employee or a representative or an associate of a Tenderer, contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the principal will inform the Vigilance Department.

### **2.2. Commitments of the Tenderer/Contractor:**

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

- i). The Tenderer / Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal’s employees involved in the tender process or the execution of the Contract or to any third

person any material or immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal's tender process or the execution of the Contract.

- ii). The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.
- iii). The Tenderer / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv) The Tenderer / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- v). The Tenderer/Contractor will not take, directly or indirectly, any steps, which could unduly influence the functioning of IEM.
- vi). The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences

### **3.0. OBLIGATION TO ENSURE COMPLIANCE:**

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

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

- a. The Tenderer/contractor undertakes to obtain from all sub-contractors a commitment consistent with this integrity pact, and to submit it to the principal at the time of seeking approval of the principal for appointment of sub-contractors.
- b. The principal will enter into agreements with identical conditions as that of this Integrity pact, with all Tenderer/contractors.

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



- a. If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 2.b** or any other form such as to put his reliability or credibility as tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.
- b. If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 2.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- c. If the Tenderer / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- d. A transgression is considered to have occurred if, in light of all available evidence, no reasonable doubt is possible.

#### **6.0. COMPENSATION FOR DAMAGES:**

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

#### **7.0. PREVIOUS TRANSGRESSION:**

- a) The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the

TI approach or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.

- b) The Tenderer hereby concedes that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

#### **8.0. INDEPENDENT EXTERNAL MONITOR (IEM)**

- a) The principal, will appoint a competent and credible IEM for the duration of this agreement in consultation with the Central Vigilance Commission (CVC).
- b) The IEM will assess, on an independent and objective basis, the extent to which the Parties comply with their obligations under this Agreement.
- c) The parties will, after submission of a tender:
  - i. allow the IEM unrestricted access to all books, records and staff relevant to such tender;
  - ii. ensure that the IEM has unrestricted access to the relevant books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- d) The parties will, after the award of any Contract to them, and for the duration of the Contract.
  - i. allow the IEM unrestricted access to all books, records and staff relevant to the contract;
  - ii. ensure that the IEM has unrestricted access to all books, records and staff of their consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers relevant to the contract.
- e) In the event that the IEM believes that there is Prima facie evidence that there has been a failure by a party to comply with any provision of this Agreement, the IEM will take the following actions:
  - i. He will include full details of such suspected non-compliance in a written report, which will be circulated simultaneously to the Chief Executives of each of the parties. The report will provide details of:
    - 1. All suspected or actual breaches of the provisions of this Agreement
    - 2. Actions taken by the IEM and the parties in relation to such breaches
    - 3. Any reports made by the IEM to criminal authorities, professional associations or other bodies.
  - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may

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

#### **9.0. BREACHES OF THIS AGREEMENT:**

- a) In the event that any party believes that there is Prima Facie evidence that there has been a failure by a Party to comply with any provision of this Agreement, such Party will take the following actions:
  - i. It will report full details of such suspected non-compliance to the IEM with copies to the Chief Executives of each of the Parties.
  - ii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.

- iii. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
- b) In the event that any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.
- c) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

**10.0. DURATION OF AGREEMENT:**

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

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

**11.0. OTHER PROVISIONS:**

- a) The Principal will disqualify from the tender process Tenderer/Contractors who does/do not sign this pact or violate its provisions.
- b) Should any occasion arise entailing IEM to undertake any investigation under the provisions of this agreement, the venue for such investigation shall generally be Bhubaneswar.
- 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:

<b>1. Principal</b> Managing Director THE BISRA STONE LIME CO.LTD (BSLC) REGD. OFFICE: PLOT NO. 255, PRISTINE GREEN, POKHARIPUT, BHUBANESWAR - 751020	<b>2.Tenderer</b> <Details of Tenderer are to be filled in by Tenderer concerned >

- f) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.
- g) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

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For the Principal

For the Tenderer / Contractor

Place: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 2: \_\_\_\_\_