



Notice inviting E-Tender

Public Tender
For Supply of Material Handling Equipment (MHE) at Udaipur, Rajasthan

Conducted at Conducted at Balmer Lawrie e-Procurement
Portal: <https://balmerlawrie.eproc.in>

Tender No. BL/LS/DEL/MHE/MAR02/2021 dt. 27.03.2021

Due date- 30.03.2021 at 1600 hrs

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General Terms & Conditions:

1. Tender details

Online bids (dual bid) are invited from experienced vendors who fulfil the eligibility criteria mentioned in technical qualification for undertaking the subject contract for Supply of Material Handling Equipment at Udaipur Site for **Contract Value (Estimated) of Rs 1.5 Crore for a period of 12 months.**

Tenderers are advised to download the notice inviting tender along with the other tender documents from balmerlawrie.eproc.in.

The scanned copies of all the required documents in support of their credentials in respect of technical as well as price bids to be uploaded through the appropriate link.

2. Scope of Work

- The purpose of this tender is to appoint a vendor for supply of the Material Heavy Equipment at Udaipur site (**Add- National Technical Research Organisation Government of India, Udaipur, Dodavali Forest, Near Peepliya village, Udaipur- Uberswarji- Jhadol Road, Rajasthan**) to handle sensitive equipment as per Annexure I. Please note that the site is on hilltop from Peepliya site (approx. 40 km away from the site) & equipment have to cover the ghat section enroute hilltop.
- The bidder has to provide trained Manpower to operate the equipment for safe and smooth execution of work, as directed by buyer Officials at site. The Trained manpower must have experience on the operation of the respective MHE hired from the bidder.
- All the manpower will have the police verification/clearance during the period of operation.
- Normal Working Hours shall be Minimum eight hours per days plus an hour lunch break for 26 days per month (208 hours per month). However, actual



- working hours may be worked out and the same may be endorsed in the daily working slip. The total working hours of the month would be calculated at the end of month and additional working hours beyond 208 hours per month, if any would be paid on prorata basis as mention below.

Additional Cost = $(0.25) \times ((\text{Monthly Cost}/208) \times (\text{Month's additional Hours}))$

- Any shortfall to monthly hrs i.e. 208 hrs shall be carried forward to the next month.
- **All the equipment should have the fitness certificates duly authenticated and all operators should have the valid licenses.**

3. Special Note

- a. The bidder have to register themselves on Gem and accordingly participate in the tender.
- b. The bidder has to keep track of any changes by viewing addendum/corrigendum issued by the tender inviting authority on time-to-time basis in the e-procurement platform. The company calling for tenders shall not be responsible for any claims/problems arising out of this.
- c. The queries/clarification and reply relating to the tender document and the terms & conditions will be submitted only at the e-mail ID vashisth.s@balmerlawrie.com/ lata.p@balmerlawrie.com till the closing time of bids.
- d. Please don't share signed copy of entire NIT, we have asked for signed copy of undertaking only
- e. Only those bidders who meet the Technical-qualification criteria will be qualified for opening of their Price Bid
- f. **Bidders are requested to not upload Price Bid along with technical documents. In such case, bidders will be directly disqualified for the said tender.**
- g. **Any bidders who are interested in participating this tender, have to sign an Integrity Pact as attached in Annexure III.**



Tentative Schedule of requirements				
S No.	Equipment	Qty	Activity	Start date
A	300 MT Crane	1	Antenna UHF assembly	1st week of Apr 21
B	300 MT crane	1	Random assembly	1st week of Sept 21
C	Electric Man Lift (20 mtr)	1	Antenna UHF assembly & random assembly	1st week of May 21
D	Man Lift Extended (40 M Height, 30 M Boom)	1	Antenna UHF assembly	1st week of Apr 21
E	10 Ton Auxiliary Crane with belts(Hydra) with Belts	4	Installation of heavy components and equipment assembly & moving	1st week of Apr 21/ 1st week of May 21
F	Electric Man Lift (20 mtr) (Scissor Man Lift)	1	Antenna UHF assembly plus S daily activities (modules, assembly & replacement etc)	1st week of Jun 21
G	10 Ton Forklift with belts	2	Taking packages from standard containers to the installation area; antennas assembly	1st week of Apr 21
H	Truck with Trailer 40 ft	1	Movements of containers in the site	1st week of Apr 21



Technical Qualification Eligibility (TQE) Criteria

The bidder must satisfy the following TQE criteria and must upload the supporting documents as required-

Criteria 1.

- (i) The bidder should be a registered company in India as per Indian Companies Act. The bidder should be a current legal entity with a minimum five (05) years of experience in India

Document Required- Copy of certificate of business in case of Public Limited Company or certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.

Criteria 2.

- (i) The bidder shall have average annual turnover of at least Rs 45 Lakh (30% of the estimated contract value) during last three financial years ending on 2019-20

Document Required- Copy of the audited Balance Sheet and/ or certificate of the Chartered Accountant (with Regn No. & Seal of CA) for preceding three financial years.

Criteria 3.

- (i) The bidder shall have experience of execution of projects related to services of Material Handling Equipment (MHE) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to 15% of the estimated cost
 - Or
 - b. Two similar completed works costing not less than the amount equal to 20% of the estimated cost
 - Or
 - c. One similar completed work costing not less than the amount equal to 25% of the estimated cost



Document Required- Copy of the order and/or certificate of completion of the work from the respective department. This should explicitly mention scope of work/ nature of project and cost

Criteria 4.

- (i) The bidder should furnish solvency certificate issued by the applicant's banker.

Document Required- Solvency Certificate should be addressed to **Balmer Lawrie & Co Ltd, New Delhi** and issued specifically for the purpose of the above work for Rs 10 lakh or more and not older than six months from the date of opening of the technical bid.

Criteria 5.

- (i) Salient documents to be enclosed as under-

Document Required- Copy of the PAN, GST registration and undertaking duly signed & stamped as per Annexure II.

Criteria 6

- (i) The bidder should have crane in the name of their company / the group company / the business associate as per Annexure-I".
- (ii) The bidder has to provide the details as follows:

Vehicle No (Crane)	
Whether owned/group co/ business associate	
Whether Affidavit attached	
RC No/ date	
Insurance No	
Fitness status	



Document Required- Copies of RC Book, Insurance, fitness certificate, proof of group/ associate company etc to be submitted as documentary evidence to be enclosed.

Age of the vehicle should not be more than 15 years as on 31.12.2020

- Attached MHE/vehicles which are not in the name of bidder, have to upload Affidavit on a Non Judicial Stamp paper duly Notarized
- **All the equipment should have the fitness certificates duly authenticated and all operators should have the valid licenses.**
- Balmer Lawrie shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.
- Appropriate & Suitable Slings of the MHE / Fuel / Oil / Consumables for this equipment are to be supplied by the Seller & no additional cost to be claimed separately for the same.
- The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew, all other consumables including spares & excluding fuel for the erection of any other material handling works which are required to be carried out as per the requirement at site from time to time.
- Failure of any equipment has to be replaced within 2 days, so as not to hamper our schedules.
- During the above scope of work, buyer officials will remain in touch with seller and participate in activities. Full support is to be provided by seller in all coordination activities at the site.
- No food, accommodation and transport at site will be provided to operators or any other person of seller.
- The employees/drivers of vendors will not claim any amount from Balmer Lawrie or its principal in any form.
- The operators should be aware of & follow all the HSE (Health, Safety and Environmental Standards) norms. The operators should be equipped with the PPE like, Helmet, Safety Shoes, reflective jackets etc.



Evaluation Criteria of Price Bid-

The Price Bid of only those bidders will be opened who will be qualified under technical eligibility criteria.

The lowest bid will be decided upon the lowest total price quoted by the particular Bidder's per Price Bid Format under Annexure I.

MSME Benefit

MSME vendor/s will be given the option to match the L1 rate for the supply of goods or services for the pre-determined quantity of minimum for 25% of the total tender value/quantity if their quoted rate is / are in the range of +15% higher from L1 rate. Such MSME vendors are required to quote & submit their UAM (Udyog Aadhar Memorandum) identification number along with their bid, failing which such bidders will not be eligible to enjoy the said benefits as per procurement policy for MSMEs”

Special Terms & Conditions

1. Security Deposit [SD]

The SD amount payable by the successful bidder would be 3% of the contract value or as derived by the sanctioning authority (value to be mentioned at the time of contract finalization) by Demand Draft payable from any Nationalized / Scheduled Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at New Delhi. The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 15 months for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days from the date of receipt of intimation from the company.

SD is liable to forfeiture in the event of-

Withdrawal of order during validity period of the contract, If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, SD will be forfeited.



Any unilateral revision made by the successful bidder during the validity period of the contract.

2. Negotiations

Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations / clarifications required for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned officer of Balmer Lawrie within 3 days from the date of negotiation / the time stipulated whichever is earlier. If the tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

3. Payment

All payments will be made in Indian Rupees. It will be mandatory for the bidders to indicate their bank account numbers and other relevant e payment details so that payments could be made through ECS/EFT/RTGS mechanism instead of payment through cheques, wherever feasible.

The payment will be made on production of the requisite documents after satisfactory completion of the work. (Any monthly payment, pro rata etc).

The payment will be made on submission of the following documents-

- (a) Ink signed copy of Commercial Invoice/ Bidder's Bill
- (b) Abstract for bill
- (c) Satisfactory Certificate by the user centre
- (d) Proof of payment of taxes/ duties etc, if any
- (e) Bank Guarantee [BG]/ Demand Draft in form of Security Deposit, if any
- (f) List of items as received by the recipients/ addresses
- (g) Clean on Board Bill of Lading



- (h) Original Invoice BL/LS/DEL/MHE/MAR02/2021
(i) Packing List, if any
(j) Certificate of Completion of Acceptance Test, if any
(k) Any other documents/ certificate that may be provided in the contract

“Specific services rendered as per Price bid will be considered for payment. The Seller will coordinate & inform the Buyer regarding the requirement for MHE from time to time.”

The payment will be released for the equipment utilized only and if the job completes before the stipulated time we may close the same and our agreement within one months' notice.

4. Settlement of Claims:

The bidder will settle the claims within 45 days from the date of the receipt of the claim.

5. Delivery Period

Delivery period for supply, installation, commissioning and integration including training and SAT of items would be One hundred twenty (120) days from the effective date of signing the contract. The delivery of goods, installation and commissioning including training and SAT of the system at the Udaipur, Rajasthan to be supplied and shall be completed within Thirty (30) days from the date of readiness of the Site as communicated by the buyer. Please note that Contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period.

6. Security.

The Vendor shall ensure to maintain the safety/secretcy of the goods which have been transported during the course of rendering their services. They shall not inform or part with any information with regard to the content of the cargo, cargo movement and delivery pick-up address to any person under any circumstances and fulfill their duties diligently and trustfully.



7. Non-disclosure of Contract documents.

Vendor or any other party shall not disclose the Contract or any precision, specification, plan, design, pattern, sample or information thereof to any third party. A Non-Disclosure Agreement (NDA) will be signed with the successful bidder at the time of awarding of the contract.

8. Liquidated Damages (LD).

In the event of the Vendor's failure to submit the Guarantees and documents, as required/ specified in this contract or failed to provide complete services of MHE each day as per user satisfaction as specified in this contract , the Buyer may, at his discretion, withhold any payment until the completion of the Services. The Buyer may also impose LD of 0.5% of the contract value (before application of taxes) for delayed/ undelivered stores/ services for each day of delay subject to a maximum of the Liquidated Damages being not higher than 10% of the contract value.

9. Termination Of Contract

The Company reserves the right to accept or reject any tender without assigning any reasons thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

Right of acceptance / rejection

M/s Blamer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

10. Arbitration

All questions, disputes and differences arising under or in relation to this Enquiry /Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company). If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the company by such C&MD in his place, who is



willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the company and may be shareholder of the company. The arbitrator to whom the matter is originally referred, whether the C&MD or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the C&MD, shall designate any other person to act as arbitrator in accordance with the terms of the enquiry/agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also the term of this Enquiry/Agreement that no person other than the C&MD or the person designated by the C&MD as aforesaid shall act as arbitrator. Agreement and provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.

Force Majeure Clause

Neither the company nor the vendor shall, in any way be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

Declared Strike / Bandhs	- Revolution
Lockout	- Wars
Natural Calamities	- Acts of enemies of the site
Decrees of any Government or-Government Authority	- Riots

Any reason other than the above will not be considered as Force majeure condition

As soon as the cause of Force Majeure has been removed the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.



11. Health, Safety & Environment Standard:

The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the equipment to be provided by the successful bidder should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms are listed below:

- Drivers/ operators should possess a valid driving license.
- Each truck/ equipment should have a cleaner.
- Driver/ operator and cleaner should wear Shirt and Pant only.
- Driver/ operator, cleaner and the unloading crew should wear Helmets, and safety shoes.
- Truck/ equipment platform to be free from rust, dents sharp areas and uneven surfaces.
- All the tyres should have proper treads.
- Head lights, indicators and reverse horn to be in working condition.
- All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- Any person accompanying the truck/ equipment should not be drunken and if found the truck will be blacklisted.
- The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- Over all trucks/ equipments should be in a well maintained condition.

PROCEDURE FOR ONLINE BID SUBMISSION

Interested parties are requested to visit our e-procurement portal <https://balmerlawrie.eproc.in> and submit their bids online.

Bidders are required to submit hard copies of necessary documents mentioned above under the clause Eligibility Criteria of the tender document (stamped and signed) to the Tender Inciting Authority before due date and time of the Tender bid either personally or through courier or by post, and the receipt of the same within the stipulate time shall be the responsibility of bidder. The department shall not take any responsibility for any responsibility for any delay or non-receipt.



Balmer Lawrie & Co. Ltd.

(A Government of India Enterprise)

BL/LS/DEL/MHE/MAR02/2021

For registration and online bid submission bidders may contact HELP DESK of CI INDIA PVT LTD, Contact Details of CI India is as follows.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Helpdesk Nos are open from</u>
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	

Registered venders who do not have digital certificate would need to procure CLASS IIB or CLASS III (SIGNING and ENCRYPTION) from their own source from any Certifying Authority.



Price Bid

The rates are to be quoted as per price bid format mentioned below with a validity of 120 days from the date of opening of price bid

Annexure "I"

Price Bid Format

SL No.	Equipment	Qty	Total Months Required	Total Charges (INR)	Taxes, if any	Total Cost (Charges + tax)	Charges for additional duration if called for (per week excluding taxes)	Remarks
A	300 MT Crane	1	3					
B	300 MT crane	1	1					
C	Man Lift Extended (40 M Height, 30 M Boom)	1	6					
D	10 Ton Auxiliary Crane with belts(Hydra) with Belts	4	6					
E	Electric Man Lift (20 mtr)	1	6					
F	10 Ton Forklift with belts	2	6					
G	Truck with Trailer 40 ft	1	6					
Grand Total								

The lowest bid shall be determined on the basis of total basic cost excluding taxes. Please note that the payment bill be released on Pro rata basis (ie; for those equipment only which will be utilized as per the contract).



Annexure "II"

Vendor Undertaking cum Bid Security declaration

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

We also declare that if we withdraw or modify our bid during period of validity as laid down in the tender document, we will be suspended for the time specified in the tender document.

Place:

Date:

(Signature of the tenderer with seal)



Draft Integrity Pact

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

_____, hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, 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.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Balmer Lawrie & Co. Ltd.

(A Government of India Enterprise)

Section2- Commitments of the Bidder(s)/ Contractor(s)

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1. The Bidder(s)/Contractor(s) commit 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.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give 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 other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **(Copy of the "Guidelines on Indian Agents of Foreign Suppliers' will be shared while signing this pact)**
 - e. The Bidder(s)/Contractor(s) 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.



2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **(Copy of the "Balmer Lawrie Policy on Blacklisting" will be shared while signing this pact).**

Section 4: Compensation for Damages

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an



employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.



- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Note : (The periods may be extended to suit the individual unit's requirements)

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) 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.

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

Witness 2 :
(Name & Address)

(Name & Address)
.....

