

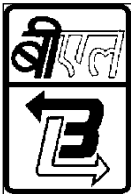
**TENDER DOCUMENT**  
**FOR APPOINTMENT OF FACILITATING AGENCY**  
**FOR HANDLING & PROCESSING OF OILY SLUDGE**

**AT**

**OIL DIKOM, DIBRUGARH, ASSAM**

**UNPRICED BID – PART – I**

**Tender No. : ROFS/2K20/03/ENQ/07**  
**Tender Date : 04.12.2020**  
**Due Date & Time : 24.12.2020 Upto 15:00 Hours**  
**Date & Time of Opening: 24.12.2020 At 16:00 Hours**



**Balmer Lawrie & Co. Ltd.**

**REFINERY & OILFIELD SERVICES**  
**, Netaji Subhas Road, Kolkata 700 001**



**Balmer Lawrie & Co. Ltd.**

**SBU : Refinery & Oil Field Services**  
**INSTRUCTION TO BIDDERS**

**TENDER NO. ROFS/2K20/03/ENQ/07 DUE ON 24.12.2020 Upto 15:00 Hours**

**1.0 PROCEDURE FOR BID SUBMISSION**

The Tender Document comprises of two Bids viz Unpriced Part – I and Priced Part – II. The submission of offer can be made through e-bidding as follows:

**1.1 Bid Submission through e-bidding**

The bidders shall submit their response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedures and steps given below. The bidders would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids on line. The bidders shall submit offer comprising Notice Inviting Tender, pre-qualification documents, Vendors' Information, Annexures, EMD details in the standard formats prescribed in the Tender documents displayed in e-Procurement web site. The bidders shall download all the above documents, upload the same along with scanned copies of all the relevant certificates, documents etc., duly stamped and signed, in support of their eligibility criteria/NIT in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same along with Unpriced Bid (Part-I) of the Tender Document, duly stamped and signed should be sent to the Tender Inviting Authority before the tender opening date along with EMD amount. Similarly, Priced Bid should be downloaded, filled it up and uploaded in the specific online folder maintained at Balmer Lawrie's e-procurement site. No physical copy of the Priced Bid should be submitted by the vendors opting for e-bidding.

**1.1.1 Registration with e Procurement platform**

For registration and on line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., Shri Tuhin Ghosh, Mobile No. 08981165071, Shri Tirtha Das Mobile No. +91-9163254290 and register themselves on line by logging in to the website <https://balmerlawrie.eproc.in>

**1.1.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

### **1.1.3 Submission of Hard copies**

After submission on-line bid, the bidders are requested to submit the demand draft towards EMD along with original Affidavit and pre-qualification & documents which could not be uploaded due to its bulkiness to the Tender Inviting Authority on/before the due date of opening date under cover of Unpriced Bid, Part - I. These can be submitted either in person or through courier or by post. **Under no circumstances, physical copy of Price Bid should accompany with these documents.**

Balmer Lawrie shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false/fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgment from the Tender Inviting Authority as proof of submission of hard copies.

### **1.1.4 Corrigendum to tender**

The bidder has to keep track of any changes by viewing the addendum/ Corrigendum's issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. No separate newspaper advertisement shall be published on this account. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **1.1.5 Bid Submission Acknowledgment**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

**Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.**

### **1.1.6 Disclaimer Clause**

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of Internet or other connectivity problems or reasons thereof.

## **1.2 BID SUBMISSION**

Bidders should send EMD and other voluminous prequalification documents which could not be uploaded, along with copy of Unpriced Bid to the Bid Inviting Authority on or before the due date of opening of tender. If it is found that EMD (except MSME

registered vendor/s) is not received before opening of the online bid on due date, such offers even qualify as per the tender requirement, shall be rejected.

Fax/e-mail offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post. Offers not conforming to the above mentioned requirements are liable to be rejected.

Documents which could not be submitted by the bidders (except Price Bid) along with EMD as stipulated in the tender should reach the Bid Inviting Authority at the following address within the due date and time:

Head (ROFS)  
Balmer Lawrie & Co. Ltd.  
Refinery & Oil Field Services  
21, Netaji Subhas Road  
Kolkata – 700 001  
Phone : (033) 22225706  
e-mail id : [biswas.s@balmerlawrie.com](mailto:biswas.s@balmerlawrie.com)

### **1.3 OPENING OF TENDER**

The Unpriced Bid (Part- I) will be opened on the due date and time as mentioned in the NIT.

Online Priced Offers of qualified and eligible bidders will be opened on a separate working day within the business hours of 09.30 to 18.30 Hours.

Thanking you,  
For **Balmer Lawrie & Co. Ltd.**

**( A. Bandyopadhyay )**  
**Head (ROFS)**



**Balmer Lawrie & Co. Ltd.**  
**Refinery & Oil field Services**

**NOTICE INVITING TENDER**

**Due Date : 24.12.2020 Upto 15:00 Hours**  
**Date & Time of Opening of Bid : 24.12.2020 at 16:00 Hours**

**Balmer Lawrie & Co. Ltd. (BL)** invites offers through online bid for appointment of Facilitating agency for its work of Handling and Processing of Oily sludge at Oil India Limited, Dikom, Assam.

The detailed scope of work and other terms & conditions are as under:

**1.0 SCOPE OF WORK:**

Balmer Lawrie shall be executing a project for Handling and Processing of Oily Sludge for Oil India Limited, at Dikom OCS. The Contract involves lifting and transportation of oily sludge from various pits and lagoons of OIL and processing at centralized processing plant at Dikom over a period of 24 months. We propose to appoint a local agency, preferably a regular vendor of OIL Assam, as our associate, for facilitating our project execution activities.

The associate agency shall be responsible for providing co-ordination and liaison services with our client (OIL), statutory bodies and other local factors as required for smooth execution of the project. The agency should have a good working relationships with various departments of the client, for co-ordination and timely collection of payments for our work. The brief scope of work shall be as follows:

- a) To assist in contractual coordination on our behalf with all the concerned departments of OIL to ensure a smooth operation of the contract.
- b) Co-ordination with concerned statutory bodies such as Assam Pollution Control Board, as required for execution of the project
- c) To maintain a healthy working relationship with the client's laboratory and follow up at regular intervals, to ensure timely delivery of the test reports
- d) To ensure regular follow ups with concerned departments of client to ensure release of payments within one month of submission of our invoice.
- e) To ensure proper coordination among all the local factors and management of local issues to enable a hindrance free operation at our project site.
- f) To keep a continuous touch with various departments of OIL, for information of upcoming business requirements and enquiries pertaining to our services.

**g)** The scope inter-alia shall also contain the following terms:

- I. Agency arrangement shall not be disclosed by the contractor to any third party either during the currency or on termination of the agency contract.
- II. Secrecy / Confidentiality clause shall be binding upon the contractor during the currency and three years after the termination of the agency.
- III. Non-competing clause shall be binding upon the contractor during the currency and three years after the termination of the agency.

## **2.0 PRE-QUALIFICATION CRITERIA:**

- a. The bidder must be a registered vendor of OIL, Assam. Previous work orders/completion certificate, issued by Oil India Limited, Assam, mentioning vendor code shall be submitted as proof of the same.
- b. The bidder must have previous experience in providing Liaison services of similar nature, involving co-ordination with a Government Body/Public sector enterprise. Proof of the same must be submitted by way of work order/ completion certificate for similar nature of work.

### **c. Other documents to be submitted:**

- (i) PAN Card
- (ii) GST Registration Certificate
- (iii) PF & ESI Registration (Declaration, if not applicable)
- (iv) "Affidavit on non-judicial stamp paper in case of proprietorship firm "Partnership Deed" in case of Partnership firm/"Memorandum and Articles of Association" in case of Limited Company.
- (v) Duly filled Integrity pact, as per format.

## **3.0 EARNEST MONEY DEPOSIT:**

Bidders shall submit EMD in the form of a Bank Draft of Rs. 16,000/- (Rupees Four Thousand only) executed by any Scheduled Bank, drawn in favour of M/s. Balmer Lawrie & Co. Ltd. payable at Kolkata.

Bidders may submit Bid Security Declaration as per Annexure II, in lieu of EMD amount, accepting that they may be suspended from participating in any tender issued by Balmer Lawrie & Co. Ltd. in case of withdrawal/modification of the bid within bid validity period or failure to execute the contract as per tender terms.

Micro and Small Enterprises with valid Udyog Aadhar Number shall be exempt from payment of EMD. Requisite registration certificate shall be enclosed as part of the unpriced bid to claim EMD exemption as MSE.

#### **4.0 CONTRACT PERIOD**

The contract shall remain Valid for a period of 24 months or till closure of BL's contract with OIL, whichever is Later.

The contract may be extended by another 12 (twelve) months, with additional value, depending upon site requirement at the sole discretion of Balmer Lawrie. However, the rate and other terms & conditions shall remain firm during the extended contract period.

#### **5.0 PAYMENT TERMS**

Payment shall be made to the contractor as a pre-determined percentage of basic value of each invoice raised by us as part of the contract, after appointment of facilitating agent.

Percentage of invoice value to be paid to contractor for payment collection within 30 days, 45 days and 60 days from invoice submission date respectively, shall be as per rates quoted in price schedule.

Contractor shall raise an invoice to claim the stipulated percentage after confirming release of payment by the client.

In case, payment from client is received after 60 days from date of invoice submission, no payment shall be made to the contractor.

The estimated Basic invoice value of BL as part of the contract is Rs. 21,17,27,000.00  
The same may vary, depending on site conditions, Payment will be made on the actual invoice value excluding GST, billed to client after appointment of facilitating agency.

#### **6.0 Security Deposit**

On acceptance of the Bid, Contractor shall within ten (10) days, deposit with the employer a Security Deposit of 2% of the Contract value and the same shall be in the following:

- a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd. No interest shall be payable against Security Deposit.
- OR
- b) Bank Guarantee @ 2% of the contract value by any scheduled bank in favour of Balmer Lawrie & Co. Ltd. for the entire period of the contract. The prescribed format for Bank Guarantee as Security Deposit will be forwarded with the order.

#### **7.0 TAXES & DUTIES**

Goods & Services Tax (GST), contractor shall be payable extra, as per applicable rate, subject to contractor's compliance to the same.

**Billing Address** : Balmer Lawrie & Co. Ltd.  
1, Navin Medhi Market  
A T Road, Guwahati – 781 001  
Assam  
GST No. **18AABCB0984E1ZU**

## **8.0 ASSESSMENT OF WORK**

Bidders may contact Mr. Mahendra Jana (8723891998) for any further clarification regarding the scope of work as part of the contract.

## **9.0 VALIDITY OF BID**

The bid shall be kept valid for **90 days** from due date of this tender.

## **10.0 BASIS OF RATES AND EVALUATION CRITERIA**

Bidders shall have to quote Excess/At Par/Less % on the rates pre-filled in the price schedule. The bids shall be evaluated on the basis of overall percentage including +/- % quote by contractor.

**The Contract cannot be split and order shall be placed on single bidder.**

## **11.0 TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)**

- 11.1 MSEs must have a valid **Udyog Aadhar Number (UAN)** to avail the benefits/preference available vide Public Procurement Policy for MSEs
- 11.2 MSEs participating in the tender must submit UAN registration certificate along with their unpriced bid.
- 11.3 The successful bidder should ensure that the UAN is valid till the end of the contract period.
- 11.4 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 11.5 The MSEs with valid Udyog Aadhaar number are exempt from payment of Earnest Money Deposit (EMD).
- 11.6 Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15 percent shall be



allowed to supply up to 20 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

**For Further clarity in this regard a table is furnished below:**

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	20% order on MSE subject to matching
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

11.7 Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent sub-target so earmarked shall be met from other MSEs.

11.8 To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling BL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor (s) shall be SC/ST
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

## **12.0 FIRMNESS OF RATES**

The rates as quoted by the contractor shall remain valid for the entire duration of the contract.

## **13.0 ARBITRATION**

Any dispute or difference arising out of the contract/agreement shall be referred for adjudication to a Sole Arbitrator to be appointed jointly by both the parties in terms

of Arbitration and Conciliation Act 1996 (as amended). Arbitration proceedings shall be conducted in English language and place of arbitration will be Kolkata. The Arbitrator so appointed will pass a speaking award which will be binding on both the parties. Cost of Arbitration will be shared equally between the parties, unless agreed otherwise.

#### **14.0 JURISDICTION**

Notwithstanding anything contained in any other law, the courts in the city of Kolkata along shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator

#### **15.0 TERMINATION OF CONTRACT**

In case of violation/breach of any agreed terms and conditions of contract and persistently failure/negligence to observe and perform all or any of the acts, deeds, matters or things to be observed and performed by the Contractor requiring the Owner to observe or perform the same, BL may cancel/terminate this contract and the Security Deposit of the contractor will be forfeited.

#### **16.0 RIGHT OF ACCEPTANCE/REJECTION**

Mere issue of tender document, participation in e-procurement portal and submission of bids does not necessarily qualify for consideration of bids. M/s Balmer Lawrie & Co. Ltd. reserve the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

#### **17.0 CONFLICT OF INTEREST**

The bids of any tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

#### **18.0 TENDER SUBMISSION**

Offers should be submitted in online form to our e-procurement portal <https://balmerlawrie.eproc.in> after downloading the tender document.

EMD, and other voluminous documents shall be sent in physical form, to the following tender inviting authority:

**Head (ROFS)**

Balmer Lawrie & Co. Ltd.  
21, Netaji Subhas. Road,  
Kolkata – 700 001.

*for* **BALMER LAWRIE & CO. LTD.**

**( A. BANDYOPADHYAY )**  
**HEAD (ROFS)**

**VENDORS' INFORMATION**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1.0	Name of the Company/Firm	
1.1	Full Address – HO/Regd. Office	
1.2	Full Address of Branch Office	
1.3	e-mail id	
1.4	Contact Person	
1.5	Landline No. Mobile No. Fax No.	
2.0	GST Registration No.	
3.0	PAN No.	
4.0	Is your company MSME Unit? If yes, Mention UAN and attach valid certificate	
5.0	Is/are Proprietor/s belong to SC/ST category? If so, provide details	
6.0	Name of Bank	
7.1	Branch	
7.2	Branch Code	
7.3	Full Address of the Banker	
7.4	IFSC Code	
7.5	MICR Code	
7.6	Account No. (Attach Cancelled Cheque)	
7.7	Type of Account (Saving/Current)	

## Bid Security Declaration

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

Tender No. \_\_\_\_\_

To Balmer Lawrie & Co. Ltd.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **one year** from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We a) have withdrawn/modified my/our Bid during the period of bid validity specified in tender document or b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity, fail or reuse to execute the contract, as per tender terms.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ in the capacity of \_\_\_\_\_

Bidders Name: \_\_\_\_\_

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

Corporate Seal:

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## **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.

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

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.
  - 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" is annexed and marked as Annexure - B.**

### **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 :  
(Name & Address)

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\_\_\_\_\_

Witness 2 :  
(Name & Address)

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