

**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)

Office of the General Manager (Excav)

Excavation Workshop ,Sinidih

Po Tundu , Distt. Dhanbad

PIN : 828128

Web site : <http://bccl.gov.in>**TENDER NOTICE****Ref. No. BCCL/EXC/SWS/2011-12/494****Date : 13.08.2011**

Sealed tender in two bid (techno-commercial & price) are invited from experienced and eligible firm for the following job.

Sl No	Name of work	Estimated cost(Rs)	Earnest money(Rs) @1%	Cost of tender paper(Rs)	Time of completion
1	Complete overhauling/repairing of Lathe machine(at site)	37360.00	700.00	250.00	Three months from the date of issue of work order
2	Complete overhauling/repairing of Pillar Drill machine(at site)	32500.00			

Issue of tender documents – begins on :26.08.2011**closes on : 17.09.2011****Last date of submission of tender – 19.09.2011 upto 2.00PM**

(Issue of tender documents will be done on all working days during working hours except on Sundays and Holidays). In the event of the specified date for submission/opening of bids declared a holiday by the employer, the bids will be received/opened on the appointed time on the next working day.

Date and time of opening of tender (Part-I) 19.09.2011 at 3.00PM

1. The tender documents can be obtained from the office of the **G.M. (Exc), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad -828128 from 26.08.2011 to 17.09.2011** on deposition of requisite cost of tender paper in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad. **The same can also be downloaded from our website <http://bccl.gov.in>**

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2. Completed sealed tender documents in one envelope containing Part I, II, III (as admissible) & IV i.e. Technical/commercial bid (Part I) & Price bid (Part II)& part IV integrity Pact, subscribing on the envelop NIT no. with due date should be submitted at the same time.
3. BCCL shall not be responsible for any misprint in the newspaper and /or any delays in postal transit.

The tender will be received on **19.09.2011 upto 2.00PM** in the office of **G.M.(Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad** and will be opened at 3.00 P.M. on the same day in presence of the intending tenderers or their authorized representative to be present. Only techno-commercial bid along with integrity document will be opened on **19.09.2011 at 3.00PM**.

4. State/Central Govt. Organization /PSU firm shall be considered for exemption from submission of EMD/ Security money as per rule.

Sd/-
(U.K.BANERJEE)
GENERAL MANAGER (Excvn),SWS

Copy to :-

- 1) General Manager (Excvn),BCCL, Koyla Bhawan.
- 2) CGMs /GMs of all Areas of BCCL-with a request to arrange display in notice board of respective areas.
- 3) GM(Admn.), BCCL, Koyla Bhawan.
- 4) CGMs / GMs E&M,Koyla Bhawan.
- 4) Sr. Manager (Fin) I/C (P&P), Koyla Bhawan.
- 5) Manager (System), Koyla Bhawan: To upload NIT in website of BCCL.
- 6) Notice Board, Sinidih Workshop.
- 7) O/c, M/f

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Office of the General Manager (Excvn)

Excavation Workshop ,Sinidih

Po Tundu , Distt. Dhanbad

PIN : 828128

Web site : <http://bccl.gov.in>**DETAIL TENDER NOTICE****Under jurisdiction of Dhanbad Court & Jharkhand High Court only****Tender No: - BCCL/EXC/SWS/ 2011-12/494****dt. 13.08.2011****Due Date & time for submission: - 19.09.2011 upto 2.00PM****Due date & time for opening: - 19.09.2011 at 3.00PM****Cost of tender document: - Rs. 250=00****Required amount of earnest money deposit: - Rs. 700.00****TENDER ENQUIRY**

Document issued to:	If this Tender Document has been downloaded from our website Part-III envelope bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer
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Dear Sir,

Sub: - Notice inviting tender for complete overhauling/repairing of 1) Lathe machine-01 no & 2) Drill machine-01 no. at sinidih workshop (the job to be done at site) as per enclosed scope of work.

1. Sealed tenders in Part-I, II, III (if admissible) & IV (integrity pact) with the name of work super scribed "**Complete overhauling/repairing** having required experience for the intended job and will be received at the office of G.M.(Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad 828128 up to **2.00 P.M. on 19.09.2011** .Only techno-commercial bid along with integrity document will be opened at **3.00 P.M. on 19.09.2011** in the presence of the attending tenderers or their authorized representative.

2(a). Tenders should be submitted as per details given in the tender document including job details .The Tender may be obtained from the office on payment of Rs.250/- (**Rupees Two Thousand only**) in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad for each set. No refund will be made.

- 2(b). i) The offers are to be submitted in Part-I,II,III(if admissible)& IV (integrity pact). The first part "part-I i.e. Techno –Commercial Offer" should contain the detailed technical & commercial terms of the offer.
- ii) The second part "Part –II i.e. Price bid" should contain the price with detail break up of element of cost quoted. The envelop should be sealed, super scribed with the tender no. & the date of opening & must mark " Part-II"
- iii) "Part-III" (applicable for those tenderer who will download tender document from our web site)--- In this case the intending tenderer must enclosed the requisite tender fee as Bank Draft from any scheduled bank drawn in favour of " BHARAT COKING COAL LTD." Payble at Dhanbad in the "Part-III" envelop. The envelop shall be sealed ,super scribed with tender no. & due date of opening & must mark "Part-III".All these sealed envelops i.e. " Part-I"(Techno-Commercial bid), "Part –II"(Price bid)& "Part –III"(Requisite tender Fee as indicated in the tender notice)& part IV,integrity documents should be kept in a bigger envelop giving details of the tender no. and due date & time of submission & opening along with the name & address of the bidder.In absence of "Part-III" envelop offer shall be rejected out rightly without any reference for those tenderer who have downloaded the tender document from our Web Site.
- iv) Part IV Separate sealed envelope superscribing 'integrity pact 'containing integrity pact document duly signed, stamped and accepted along with the tender.
3. The date of opening of the price bid or Part-II of the tenders shall be communicated in due course after consideration of technical bid or Part-I.
4. Security deposit including the earnest money already deposited shall be 5% of the work value in the form of bank draft/bank guarantee of any scheduled bank to be submitted within 15 days from the date of receipt of work order.Bank draft should be drawn in favour of Bharat Coking Coal Ltd. Payble at Dhanbad. In case of failure to deposit the same the order shall be cancelled and the case shall be processed to order elsewhere and the firms performance is to be kept recorded for future dealing with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract(Execution of the contract means successfully completion of repair against the order). For unsatisfactory performance and/ or contractual failure, the security money shall be forfeited. Please note that security money may be converted in to performance bank guaranty wherever required.
5. **Earnest money** of Rs.700.00 should be deposited by the Tenderers in the form of Accounts Payee Demand Drafts on Local Nationalized Banks in favour of B.C.C.L. Payable at Dhanbad & must accompany the Part-I(Techno-commercial offer) otherwise offer shall be considered unresponsive .State/central Govt. organisation/PSU &Valid DGS&D/NSIC registered (for tendered items), firm shall be considered for exemption from submission of EMD/Security money,if they can submit these documents after duly signed by notary public.
- 6 No tender shall be considered unless accompanied by the said earnest money deposit.
7. The earnest money will be retained in the case of successful tenderers and will not carry any interest.

8. *If desired by us, the successful tenderers shall sign an agreement in the proper departmental form for the due fulfilment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.*
9. *Corrections where unavoidable, shall be made by crossing out and re-writing attested with full signature and date by the tenderers. Erasing or over writing in the tender documents may disqualify the tender. Every page of the tender documents shall be signed by the tenderers with their official seal.*
10. *Overhauling/repairing will be done after the date of issuance of work order.*
11. *Work will be done at site i.e Excavation Workshop ;Sinidih..*
12. *Bharat Coking Coal Limited reserves the right to accept or reject partly or fully or all the tenderers if offers are found not conforming to our NIT requirements and to split up and distribute the work among the tenderers.*
13. *If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.*
14. *An intending tender, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.*
15. *The validity period of the tenders shall be 6 (six) months from the date of opening of price bid or revised price bid, if any.*

The tenderers shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.
16. *The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever.*
17. *The Company reserves its right to allow Public Enterprises purchase/Repair preference facility as admissible under prevailing policy.*
18. *This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.*
19. *No subletting of work as a whole by the contractor is permissible.*
20. *In case, the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work order has been issued.*

Eligibility criteria:- Tenderer having suitable infrastructure & experience for performing such jobs as detailed in NIT.

TERMS & CONDITIONS

Tender should strictly comply with the following instructions:

1.The tenderer is required to submit their bid in one sealed envelope duly superscribed containing separate LAC/PVC SEALED COVERS prominently superscribed as PART-I TECHNO-COMMERCIAL BID, PART-II PRICE BID, Part-III The requisite tender fee in case it is downloaded from our web site and part-IV integrity, and in all envelopes the tender no. and due date of opening should be indicated:

2. TECHNO COMMERCIAL BID

.TECHNICAL: Tenderer having suitable infrastructure for performing such jobs as detailed in NIT.

3. INTEGRITY PACT:

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT. THE **INTEGRITY PACT** DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY BCCL AUTHORITIES AND A MAY BE DOWNLOADED BY THE TENDERER / ATTACHED FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY PACT AGAINST TENDER NO. **BCCL/EXC/SWS/ 2011-12/494** DUE ON 19.09.2011.

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE

TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

NAME OF INDEPENDENT EXTERNAL MONITOR (IEM) IS MENTIONED AS UNDER

Sri Ashok Kr.Chakraborty(Retd.)
BB-69, Sector-I
Salt Lake City
KOLKATA-700064

3. COMMERCIAL:

j) Financial data: - Details of registration/ enlistment with Govt./ Semi govt. organization etc (DGS&D/NSIC/SSI/CIL or any other PSU etc.), PAN NO, TIN NO & service tax registration no.

All the testimonials and above information should be submitted duly authenticated with stamp. All the papers of the tender documents must be serially numbered and self attested with signature & seal of tenderers.

ii) **PRICE VARIATION:** The rates quoted in price bid should be on "**FIRM**" basis including all taxes & other charges with no escalation clause whatsoever during execution of the contract.

iii) **Validity of Quotation:** -To be minimum 180 days from the date of opening of tender.

iv) **Completion period of the job:** The entire order to be completed within **03 months from date of issue of work order.**

v) **Warranty period:** should be **12 months** from the date of successful completion & acceptance of work. The contractor should re-repair the machines 'free of cost' in case of any failure due to faulty material & bad workmanship during the tenure of warranty period. Firm should ensure after repair service.

vi) **Payment Terms:** - 100% payment will be made by 'e' payment (Format attached) within 30 days from the date of receipt & acceptance of bill against submission of performance deposit for 10% of the bill value or 10% will be deducted from the bill in that case 90% payment will be made. The performance deposit will be for the period of warranty.

PRICE BID (IN SEPERATE SEALED COVER)

It will consist of prices with break up such as spare parts cost, labour charge, taxes, etc.

4. Penalty. In the event of failure in completion of the work as per work order I within the stipulated period, BCCL reserves the right at its own option to apply the penalty process as stated below: "**To recover from you as agreed liquidated damage a sum not exceeding 0.5 % of the price of the item which the supplier has not been able to supply as aforesaid for each week or part of week during which delivery may be in arrear subject to a maximum of 5%. This may be increased up to 15% at discretion of management of BCCL.**"

5. AFTER SALE SERVICE: The firm is to give required after repair service during warranty period

6. PRICE FALL CLAUSE: i) Price charged for the job of this tender work order shall in no case exceed the lowest price at which the firm offer same job to any other customer during the tenure of the order / contract.

ii) In any case if the firm reduces the price or offered lower rate for same job to other customer, it should be immediately intimated to us to enable us to amend the rate of order.

7. NEGOTIATION: There will not be any negotiation.

8. INSPECTION: Inspection will be done at Sinidih workshop by the undersigned or his authorized representative.

**GENERAL MANAGER (EXCVN).
Sinidih Excavation Workshop.**

SCOPE OF WORK(LATHE)

SL.NO.	DESCRIPTION	QTY
01	Clutch plate Right & Left repairing.	2 Nos.
02	Clutch push Rod & Thrust repairing	2 Nos.
03	Oil pump full overhauling.	1set
04	Feed gear Rack pinion male and female repairing new teeth cutting both sides.	2 Nos.
05	Buster Kit overhauling.	1 set
06	Secondary shaft bushing weared portion both side removing and fitment of correct size bushing.	2 Nos.
07	Thread making in selector lever bush and lock repairing.	1set
08	Worm gear male and female repairing welding machining and key way cutting.	2 Nos.
09	'O' Ring, Oil seal & packing set dismantling and new fitting.	1set
10	Brake assembly repairing, Brake housing lever, lock & brake fitting.	1set
11	Feed gear opening and repairing.	1set
12	Starting lever opening and fitting after necessary repair.	1set
13	Repair of Tool post after dismantling.	1set

DRILL

1	Opening, fitting, cleaning and overhauling of main speed and feed box controller	1 set
2	Clutch pressure plate assembling left side and right side checking, cleaning and overhauling	1 set
3	Clutch changer rake shaft and pinion replacement by welding, machining and teeth cutting	1 set
4	Clutch changer rake bush upper & lower checking and changing	1 set
5	Oil pump opening cleaning and overhauling	1 set
6	Brake eccentric grinding and polishing	2 sets
7	Brake shoe brazing machining and polishing	2 sets
8	Automatic feed gear box teeth cutting and setting	1 set
9	Speed selector gear shaft replacement with changing of bush and pin	1 set
10	Oil-Seal, packing & O-ring changing	2 sets
11	Top drive gear box opening, Cleaning and fitting	1 set

FOR PAYMENT TO SUPPLIERS/ CONTRACTORS**IN TRIPLICATE****PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)****(To be submitted in triplicate)**

1.	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS : (with Telephone No & Fax No) :	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME :	
	B. BRANCH NAME : (Including RTGS CODE)	
	ADDRESS :	
	TELEPHONE NO AND FAX NO :	
	C. 9-DIGIT CODE NUMBER OF THE : BANK & BRANCH (Appearing on the MICR cheque issued on the bank) or 5- digit code No of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account OR Cash Credit with code10/11/13	
	E. LEDGER NO/LEDGER FOLIO NO :	
	F. ACCOUNT NUMBER(CORE BANKING) & : STYLE OF ACCOUNT (As appearing on the Cheque Book)	

4. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would act hold the user institution responsibility. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levelled by the bank of such e-transfer shall be Born by us.

Date:-

(.....)
Signature of the Customer/Vendor/
Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)
Signature of the Authorized Officials
from the bank

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) 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 and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor 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:-

1. 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 him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself 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.

1. The Bidder/Contractor will not, directly or through any other person 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 immaterial 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.

2. The Bidder/Contractor 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.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor 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.

4. The Bidder/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.

(2) The Bidder/Contractor 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, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/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 transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/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.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. 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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. 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 violating Bidders/Contractors/Subcontractors

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 Vigilance Office.

Section 8 – External Independent Monitor/Monitors
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent 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.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor 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/Contractor/Subcontractor with confidentiality.
4. 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.
5. 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 heal the violation, 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.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal 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.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. 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 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairperson of the Principal.

Section 10 – Other provisions

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

Place.....

Date

For the Bidder/Contractor

Witness 1 :

Witness 2 :