



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Ltd)

EXCAVATION WORKSHOP: SINIDIH

(ISO 9001: 2008, ISO 14001: 2004 & OHSAS18001:2007 certified)

P.O.TUNDOO, DIST. DHANBAD

PIN - 828128

Phone: 0326-2392114

JHARKHAND

REF NO:-BCCL/EXCV/SWS/ 2011-12/841

DATE:- 23/11/2011

LIMITED TENDER

SPEED POST

To,

1) M/s Biecco Lawrie Ltd,
6, Mayurbhanj Road,
KOLKATA – 700 023

2) M/s Bharat Heavy Electricals Ltd,
Electrical Machine Repair Plant,
Plot No – D1, Cross Road 'C', Road No –16
MIDC, Andheri (East), MUMBAI – 400 093

Sub: -- Quotation for rewinding / overhauling 02nos 225KW, 3.3KV AC SQ CAGE INDUCTION MOTOR (Crompton Greaves & Alstrom Make) of CK300(E) shovel.

Dear Sir,

Sealed quotations in single bid (techno-commercial & price bid in one envelope) are invited from you for the following jobs as given below.

<u>Sl.No.</u>	<u>Items</u>	<u>Quantity</u>
01.	Rewinding of 225KW, 3.3KV AC SQ CAGE INDUCTION MOTOR of CK300 (E) Shovel with new stator coil & replacement of rotor bars, Make – Compton Greaves, SI No – 2004006-2	01 No.
02.	Rewinding of 225KW, 3.3KV AC SQ CAGE INDUCTION MOTOR of CK300 (E) Shovel with new stator coil, Make – Alstrom, SI No – 210046-2	01 No.

SPECIFICATION OF THE MOTOR:-

Crompton Greaves Make

KW – 225, RPM-1479, VOLTS- 3300, 50Hz 3- Phase, AMPS – 50

Insulation Class – F, Model – NTV400, Bearing No - DE NU321/C3 NDE 6321/C3

Alstrom Make

KW – 225, RPM-1486, VOLTS- 3300, 50Hz 3- Phase, AMPS – 49

Insulation Class – F, Model – TS400, Bearing No - DE NU321/C3 NDE 6321/C3

Contd.....P/2

JOB REQUIREMENTS:

For Crompton Greaves Make Motor (SI No – 01)

Stator

i) Core lamination checking with FLUX LOOP test of the stator core to be done ii) Rewinding of stator with new coil of class- F insulation as per insulation scheme & size of original coil iii) Slot liner if used, to be of nomex or equivalent only. iv) Class - F varnish / insulating paints of Dr. Beck make only to be used. v) Coil end connections to be properly welded. vi) Slot wedges made out of epoxy - glass laminated sheet as per IS to be used. vii) End connections by silicon rubber insulated flexible cables viii) HV test of complete armature at 7.5KV DC for one minute, ix) Epoxy-gel coat finish / painting of complete stator,

Rotor (38nos rotor bar of approx 2.0 Kg)

i) Removal of all rotor bars (flat deep bar type) & replacement by electrically & mechanically identical new rotor bars but old end-rings to be used. ii) Re-insulation of core laminations including core dismantling, re-insulation of laminations & core re- staggering. iii) Joining of bars & end-rings junctions by high conductivity & high mechanical strength copper joining electrodes / brazing rods. The joints should have requisite elasticity to resist vibration at joints at normal starting & operating conditions. iv) Flux loop test & growler test of rotor v) dynamic balancing of the complete rotor.

Assembly

i) Assembling of motor with new bearings & required hardware including fitting of all accessories like terminal board insulators, thermostat etc as per requirement & painting of the complete motor ii) Testing of complete armature for all required tests & all test certificates are to be submitted along with repaired motor.

For Alstrom Make Motor (SI No – 02)

i) Core lamination checking with FLUX LOOP test of the stator core to be done ii) Rewinding of stator with new coil of class- F insulation as per insulation scheme & size of original coil iii) Slot liner if used, to be of nomex or equivalent only. iv) Class - F varnish / insulating paints of Dr. Beck make only to be used. v) Coil end connections to be properly welded. vi) Slot wedges made out of epoxy - glass laminated sheet as per IS to be used. vii) End connections by silicon rubber insulated flexible cables viii) HV test of complete armature at 7.5KV DC for one minute, ix) Epoxy-gel coat finish / painting of complete stator, x) Flux loop test & growler test of rotor & dynamic balancing of the complete rotor. xi) Assembling of motor with new bearings & required hardware including fitting of all accessories like terminal board insulators, thermostat etc as per requirement & painting of the complete motor xii) Testing of complete armature for all required tests & all test certificates are to be submitted along with rewind armature.

TEST CERTIFICATES TO BE PROVIDED: -

- i) FLUX LOOP test result of the stator & rotor core.
- ii) Copper test certificate of Stator coils. Insulation test certificate
- iii) Resistance / Surge comparison test of armature windings.
- iv) Final HV test certificates
- v) Flux loop test & growler test of rotor
- vi) Dynamic Balancing certificates

Contd.....P/3

Inspection Clause: - The assy is to be repaired as per our check sheet which will be provided along with the work order. The inspection of the motor will be done at our workshop on receipt after repair.

IMORTANT NOTE: - In any case the inherent design & parameters of the assy in respect of both mechanical & electrical aspects should not be altered without prior written permission from our end.

SALVAGED COPPER VALUE: The Value of scrap copper is to be mentioned clearly in your offer, if scrap copper is retained by you.

Terms & conditions: As per annexure 'A' enclosed.

Please confirm acceptance of our all terms & conditions in your offer.

The price is to be quoted as per our job requirements with details price breakup. The documentary evidences in support of raw material cost may be enclosed / asked for as per availability / requirements.

Your sealed offer containing complete technical & commercial details along with rate in single bid should reach the office of the undersigned on or before 26 -12 - 2011 unto 1-00 PM. No further extension for offer submission date will be given i.e. the offer to be submitted positively within the given schedule.

The opening date & time of your bid will be on 26 -12 - 2011 unto 3-30 PM.

Encl: As above.

Yours faithfully,

General Manager (Excvn)
Sinidih Excavation Workshop

SINIDIH EXCAVATION WORKSHOP

TERMS & CONDITIONS

Tender should strictly comply with the following instructions:

1. The tenderer is required to submit their bid in **SINGLE LAC/PVC SEALED COVERS** prominently super scribed the tender no and due date of opening as indicated clearly in tender document.

2. **EARNEST MONEY DEPOSIT: -** NOT APPLICABLE FOR PSU.

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. 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/EXCV/SWS/2011-12/841 dt 23/11/2011 due on 16/12/2011.

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.

Independent External Monitor for this tender is

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

4. TECHNO COMMERCIAL BID

A). **TECHNICAL:** will consist of full details of the firm, technical resources, List of P&M available, information on the supplies / works of similar equipment/ stores to different parties, testimonials and documentary evidence in support of satisfactory performance and any other relevant information, full details and specification of items quoted for the job / supply against this NIT with technical literature, drawings etc. wherever DGMS approval is required a copy of valid DGMS and ISI license to be enclosed. **In technical offer acceptance of NIT job requirements, specifications & test requirements are mandatory.**

B). **COMMERCIAL:**

i) Will consist of ownership status; viz. company, partnership, Govt. Undertakings etc.

ii) Financial data: - Current Income tax clearance certificate / PAN certificate, service tax registration certificate, Bankers certificate of financial soundness, valid sales tax clearance certificate / TIN certificate, details of registration/ enlistment with Govt. / Semi govt. organization etc (DGS&D/NSIC/SSI/CIL or any other PSU etc.).

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 attested.

Contd. to ---- P/2

iii) PRICE VARIATION: The rates quoted in price bid should be on "FIRM" basis with no escalation clause whatsoever during the tenure of the contract. The firms have to clearly mention regarding the taxes which will be charged extra on basic price and to & fro transportation including packing & forwarding charges and any other charge applicable to them.

Those tenderer who still insist for a price variation clause in their bid, linked to the prices announced by the Govt. Bodies/ PSUs only, they must indicate the logic of price variation and ceiling of variation. In such a case their quoted price shall be loaded with ceiling of price variation, for comparison purposes, to determine their rank in the price.

iv) Validity of Quotation: To be minimum 180 days from the date of opening of tender. This may be extended farther, if required.

v) Job Completion period: The delivery of repaired assays will be accepted in staggered manner. The repair work of complete ordered qty is to be completed & delivered to consignee within 03 months from the date of issue of failed assays to you / work order, whichever is latter. Bill will be accepted for individual challan (part bill) or complete ordered qty.

vi) Guarantee period: should be 18 months from the date of receipt & acceptance of the repaired assay or 12 months from the date of commissioning whichever is earlier. The guarantee will be against bad workmanship or faulty material. The performance deposit @ 10% to be deposited as per order terms for the period of warranty for each part / final bill (as per billed quantity). Performance deposit to be deposited separately for each bill (if raised in part) & the period of warranty will be reckoned from the date of receipt & acceptance of the assays of that challan. For single performance deposit for the entire order value, the period of warranty will be reckoned from the receipt & acceptance of the last challan i.e. from the date of completion of delivery of entire order qty.

vii) Payment Terms: - Payment will be made by 'e' payment within 30 days after receipt & acceptance of the job & submission of the (part / final) bills whichever is latter. Performance deposit @ 10% of bill value (EVEN IN CASE OF PART BILL) to be deposited in the form of bank guarantee / bank draft or will be deducted from the bill value (in that case 90% payment will be released) & will be returned back after expiry of guarantee period plus additional 06 months beyond expiry of guarantee period without interest. Running / part bill as per actual completed job can be raised.

5. PRICE BID

It will consist of prices with break up as indicated in schedule of supply / work. The breakup should consist of followings.

- a) Material cost
- b) Labour & overhead charges
- c) Taxes (Sales tax, service tax etc) charged
- d) Transportation, packing & forwarding charges
- e) Any other charge

ii) PRICE: Unless otherwise specified elsewhere in this document, the rates should be quoted item wise; Price must be quoted on landed price basis including material, labour cost & taxes.

6. Penalty. In the event of failure of the contractor to complete the job as per terms of order and as per specification in part or full within the stipulated job completion 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 1/ 2% 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."

7. AFTER SALE SERVICE: The firm has to provide post job service if required.

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8. PRICE FALL CLAUSE: i) Price charged for the item/s of this tender/ individual complete job shall in no case exceed the lowest price at which the firm sell/done or offer same item / job to any other customer during the tenure of the order / contract.

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

9. NEGOTIATION: Price negotiation shall be done as per CVC circular.

10. INSPECTION: Inspection will be done at our site after completion of each job.

11. Test certificates & documents: All test certificates and documents as per requirement of this NIT to be provided along with delivery challan of the repaired assys.

12. BCCL reserves the right to accept or reject partly or fully or all the tenderer if offers are found not conforming to our NIT requirements. Also this tender may be cancelled with sole discretion of BCCL management in case of any such situation.

General Manager (Excvn)
SWS

Amount of guarantee: -

Date of expiry: -

The General Manager (Excav.)
Bharat Coking Coal Limited
Office of the General Manager (Excav.)
Excavation Workshop, Sinidih
P.O. Tundu
Dist – Dhanbad 828128 (Jharkhand)

In consideration of M/s Bharat Coking Coal Limited having its office at Koyla Bhawan, Koyla Nagar, Dhanbad (hereinafter called 'The Company' which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed to M/sa Company having its office at..... (hereinafter called the said Tenderer(s) from the demand under the terms and condition of Work order No.....Dated.....made between The General Manager (Excav.), Bharat Coking Coal Limited, Office of the General Manager (Excav.), Excavation Workshop, Sinidih, P.O. Tundu, Dist – Dhanbad 828128 (Jharkhand) and M/sfor Repairing/Overhauling of..... (hereinafter called 'the said agreement/Work order'), of PERFORMANCE BANK GUARANTEE for the due fulfillment by the said tenderer(s) of the terms and conditions contained in the said agreement /work order, on production of a Bank Guarantee for Rs...../-(Rupees.....).

We the.....Bank (hereinafter referred to as the said Bank having its office at)at the request of M/s having its office at.....(Tenderer) do here by undertake to pay to the BCCL an amount not exceeding to Rs.....(Rupees.....) against any loss or damage caused to or suffered or breach by the said tenderer(s) of any of the terms or conditions contained in the agreement.

We the.....Bank having its office at.....do here by undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the BCCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BCCL by reason any breach by the said tenderer or any of the terms and conditions contained in the said agreement/work order or by reason of the tenderer failure to perform the said agreement/work order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rupees)

We undertake to pay the BCCL any money so demanded (i.e. up to Rs...../-) notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

We the.....Bank having its office at.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/work order and that it shall continue to be enforceable till all the dues of the BCCL under or by virtue of the said agreement/work order have been fully paid and its claims satisfied or discharged or till pay M/s Bharat Coking Coal Limited, The General Manager (Excav.), Office of the General Manager (Excav.), Excavation Workshop, Sinidih, P.O. Tundu, Dist – Dhanbad 828128 (Jharkhand) office/Department Ministry of Coal certificates that the terms and conditions of the said agreement/work order have been fully and properly carried out by the said tenderer and accordingly discharge this guarantee.

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We the.....Bank Further agree with the BCCL that BCCL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/work order or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the BCCL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said agreement/work order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act or omission on the part of the BCCL or any indulgence by the BCCL to the said tenderer(s) or by any such matter or anything whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).

We the.....Bank Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BCCL in writing.

Notwithstanding anything contained herein-

i) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees.....)

ii) This Bank Guarantee shall be valid upto

iii) We are liable to pay the guarantee amount for any part thereof under this Bank Guarantee only and only if you serve upon a written claim or demand on or before.....

Manager

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. NAME (Including RTGS CODE)	:	BRANCH
	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 Borne 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 :