Under Jurisdiction of Dhanbad/Jharkhand Court Only

Bharat Coking Coal Limited

(A Miniratna Company)

A Subsidiary of **Coal India Limited**

Registered Office: Koyla Bhawan, Koyla Nagar, Dhanbad -826005

CIN:U10101JJH1972GOI00091

Website: www.bcclweb.in

Material Management Department

Commercial Block L-III

(Fax No- 0326-2230183)

Phone No.0326-2230181

Email Id: gmmm@bcclweb.in

Ref.No: BCCL/Pur/119070/C.I Test Weights/19-20/OTE/PO/17 Date: 05.06.2020

Original by Regd. Post/E-mail

SUPPLY/PURCHASE ORDER

To,

S D IRON FOUNDRY
VILL KHORAGORE PO:-KRISHNARAMPUR,
HOOGHLY, PIN Code:-712702
Mobile: 91-9831023326
Phone : 91 - 033 - 26452144

E-mail: sdironfoundry13@rediffmail.com
GSTIN: 19ACIFS0238G1Z3
Vendor Category :MANUFACTURER/MSE
PAN- ACIFS0238G

Sub.: **Supply of Hexagonal C.I. Test Weights 20kg denomination**

Ref : 1. Our Tender no: BCCL/Pur/119070/C.I Test Weights/19-20/OTE/45 dated: 25.10.2019 opened on 25.11.2019. & Tender Id no: 2019_BCCL_153819_1
2.Your online Offer against Bid Id No. 463493 dated:- 22-Nov-2019 & subsequent correspondence on the above subject

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place PURCHASE ORDER on you for supply of following items as per rate, terms and conditions indicated below:

1. **SCOPE OF SUPPLY: Hexagonal C.I. Test Weights 20kg denomination**

The detailed description along with specification of the items, Qty. to be supplied, Unit Rate and Extended Value will be as under:

SN	Item Description	Qty. (Nos.)	Unit Basic Rate (₹)	Extended Landed Value (₹)
1	Supply of Hexagonal C.I. Test Weights 20kg denomination as per page no 342 to 343, Part-II Section 3(i) of Legal Metrology Rules (2011) [Detailed technical specifications will be as per Annexure-A enclosed] [Make & Model: 'SD' Make]	3600	1200.00	43,20,000.00
			Sub Total [A]	43,20,000.00
			GST @ 18% (9% CGST+9% SGST) [B=18% of A]	7,77,600.00
			Total Landed Rate on FOR Destination Basis [C=A+B]	50,97,600.00
			Total Landed Rate on FOR Destination Basis [Rounded Off]	50,97,600.00

(₹Rupees Fifty Lakhs ninety seven Thousand Six hundred only)

2. **TOTAL ORDER VALUE:** The total material value will be ₹14,80,539.00 on F.O.R. destination basis.
3. **GST:**
   a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is indicated above.
   b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
   c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

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d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
f) E-Way bill, if required, shall be arranged by you.
g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	C.I. Test Weights 20kg Each	8423	GST @ 18% (9% CGST+9% SGST)

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	S D IRON FOUNDRY
2	Constitution of Business	PARTNERSIP
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer/MSE
4	PAN	ACIFS0238G
5	GSTIN	19ACIFS0238G1Z3

4. **Input Tax Credit:** BCCL is entitled to avail input tax credit on account of CGST, SGST, IGST for indigenous products, IGST for imported products. Hence, set off allowed against CGST, SGST, IGST as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling BCCL to input tax credit.

a) Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
- name, address and GSTIN of the supplier;
- a serial number of Invoice (should not be hand-written)
- date of its issue;
- name, address and GSTIN or UIN;
- name and address of the recipient and the address of delivery, along with the name of State and its code;
- HSN code of goods or Accounting Code of services;
- Description and quantity of goods or services; ? total value of supply of goods or services or both;
- taxable value of supply of goods or services or both taking into account discount or abatement, if any;
- rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
- place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- address of delivery where the same is different from the place of supply;
- whether the tax is payable on reverse charge basis; and
- Signature or digital signature of the supplier or his authorized representative.

b) Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.
c) Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.
d) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.

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e) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.
f) In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.
g) If input tax credit claimed by BCCL is not admitted by tax authorities due to failure of bidder part in filling GSTP-I then loss to BCCL will be recovered from bidder dues or next Bill.
h) Bidder is advised to pass on the benefit of Input Tax credit to BCCL as required under Section 171 of CGST act.

5. **Packaging & forwarding Charges:** Nil
6. **Freight & Insurance Charges**: Nil
7. **Mode of Dispatch**: By Road on F.O.R. Destination, Freight paid basis. NOTE: You will ensure safe & sound delivery of stores at consignee's end.
8. **Road Permit:** If required it will be arranged by you.
9. **Delivery Period:** Supply schedule to be as follows:
   i) 24 tons to be delivered within 60 days from the date of placement of order.
   ii) Next 24 tons to be delivered from 61 days to 120 days from the date of placement of order.
   iii) Last 24 tons to be delivered from 121 days to 180 days from the date of placement of order.

   The delivery schedule will be reckoned from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

   Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance.
10. **Consignee & Paying Authority**: Consignee & Paying Authority for this order will be as under:
    Consignee:-The Depot Officer, Central Store, Ekra, B.C.C.L.
    Paying Authority:HOD (F)(MM) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad
11. **Payment Terms:** 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.
12. **Submission of Bills**: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee.
    Bill should be submitted along with following documents:
    1. Receipted delivery challan in original;
    2. Test Report as per relevant IS (if applicable);
    3. Consignee note (if applicable);
    4. Price Certificate;
    5. Packing list (if applicable);
    6. Documentary evidence of taxes payment, if claimed;
    7. Guarantee/ Warranty certificate;
    8. Copy of valid BIS license (if applicable);
    9. Any other relevant document, as per order.

    NB: All documents to be submitted shall be duly authenticated. No payment will be made without submission of security deposit, if covered in order.
13. **COMPOSITE GUARANTEE/WARRANTY**: The supply shall be covered by the maker's standard guarantee as follows:
    The supplier shall warrant that the equipment supplied under the contract / supply order-
    a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
    b) is in accordance with the contract specifications.
    c) shall have no defects arising out of design, materials or workmanship.

    The items will be covered by guarantee / warranty against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning/date of final stamping or 18 months from the date of receipt and

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acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement.

Warranty replacement should be completed within a reasonable period of maximum one month from the date of claim for indigenous goods and within three months from date of claim for imported goods free of cost upto ultimate consignee's end. All the cases of warranty replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative and supplier's representative.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

14. **LOWEST PRICE CERTIFICATE:** You should submit a certificate along with bill as stated below:
"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date".

15. **Security Deposit:** You are required to deposit 10% of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any)as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.
In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf infavour of Bharat Coking Coal Limited, shall be in paper form as well as issued under 'Structural Financial Messaging System'.The details of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India		**Name of Bank**	ICICI Bank
Branch name	Main Branch Dhanbad		**Branch name**	ICICI Bank, Dhanbad
A/C no.	35160317947	OR	**A/C no.**	019605001057
IFSC Code	SBIN0000066		**IFSC Code**	ICIC0000196

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

16. **INSPECTION AND TESTS:**
Inspection and acceptance of stores- Inspection will be as per specification laid down in Part-II Section 3(i) of Legal Metrology Rules (2011). (page no. 342 to 343 of the Legal Metrology Rules-attached). The test weights/tendered items shall be accepted only after having valid stamping certificate issued by the Inspector, Legal Metrology Department, Govt. of Jharkhand. Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e.GM (E&M)I/C or his authorized representative].
Other terms of inspection as per NIT shall be applicable which are as follows:
   i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
   ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
   iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

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iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

viii) Inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e.GM (E&M)I/C or his authorized representative].

17. **Transit Insurance:-**Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

18. **Penalty for failure to supply in time:** The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to you, on your account and risk , the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by you, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due you in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. **PRICE FALL CLAUSE:**

The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower

price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY. This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Enclosures:

1. Annexure 'A' (Detailed Technical Specifications & Parameters)
2. Appendix-I (SD Format)
3. ~~Appendix-II (PBG Format)~~
4. Annexure – E (Integrity Pact)

INDENT & BUDGET CERTIFICATION REFERENCE:

Indent no. and Date	e-BC & e-FC Reference
Indent No:- BCCL/HQ/E&M/18-19/20 Date:- 01.12.2018 IR No.119070 dated:-12.10.2019	BC No: BCCL/C&B/CAP/REG.PN:02/SN:43/eBCNo:121 Dated:19.05.2019,HEAD:P&M(Others)New Job, File Org Authority: GM(E&M)HQ, UNIT CODE:2200 For Amount:-₹50,97,600.00 eFC No:-30 Dated:-02.06.2020

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

05/06/2020

(Imran Ashja)
Deputy Manager (MM)

5/6/2020

(R.K. Mishra)
Chief Manager (MM)

(This has got the concurrence and approval of competent authority)

Copy to:-

1. Depot Officer, Ekra Central Stores, BCCL
2. HOD (F) (MM), MM Division, Koyla Bhawan
3. GM(E&M)I/C, E&M Deptt, Koyla Bhawan
4. MM (Tech Cell), MM Div, Koyla Bhawan
5. Master File/Office Copy
6. GM(MM) CCL/NCL/WCL/SECL/ECL/MCL
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301, UP
8. Shri Aditya Prakash Mishra IRSE (Retd.), Flat No.-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurugram-122003, Haryana

Annexure-A

SCOPE FOR SUPPLY

S.No.	Item Description	Qty. (Nos.)
1.	Supply of Hexagonal C.I. Test Weights 20kg denomination as per page no 342 to 343, Part-II Section 3(i) of Legal Metrology Rules (2011)	3600

BROAD TECHNICAL SPECIFICATIONS

1. Hexagonal C.I. Test Weights, 20 kg denomination as per page no. 342 to 343, Part-II Section 3(i) of Legal Metrology Rules (2011). (copy of page no. 342 to 343 of the Legal Metrology Rules enclosed on the next two pages)

2. **Usage**- The weights will be used for verification and calibration of Class III road weighbridges, 60 ton capacity.

3. **Inspection and acceptance of stores**- Inspection will be as per specification laid down in Part-II Section 3(i) of Legal Metrology Rules (2011). (page no. 342 to 343 of the Legal Metrology Rules). The test weights/tendered items shall be accepted only after having valid stamping certificate issued by the Inspector, Legal Metrology Department, Govt. of Jharkhand.

4. Cost of stamping of test weights for use in road weighbridges will be borne by the Supplier.

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8. Finish

The weights shall be polished smooth. They may be protected against corrosion by applying an appropriate coating which is resistant to normal usage and wear and tear.

9. Permissible error

The maximum permissible errors shall be as specified below :

Denomination	*Permissible error*	
	Verification (mg)	*Inspection (mg)*
10 kg	1500	± 1500
5 kg	750	± 750
2 kg	300	± 300
1 kg	150	± 150
500 g	75	± 75
200 g	30	± 30
100 g	15	± 15
50 g	10	± 10
20 g	8	± 8
10 g	6	± 6
5 g	5	± 5
2 g	4	± 4
1 g	3	± 3

10. Stamping

(a) The Legal Metrology Officer's seals shall be stamped on the load pellet within the loading hole, where loading hole is provided.

(b) The Legal Metrology Officer's seals shall be stamped on the bottom of weights which have no loading hole.

C.—IRON WEIGHTS, HEXAGONAL (50 kg to 50 g)

1. Denominations

Hexagonal iron weights shall have the following denominations :

Gram series : 500, 200, 100 and 50.

Kilogram series : 50, 20, 10, 5, 2 and 1.

2. Shape

(a) The weights shall be integral and hexagonal. The shape shall be as shown in Figures 6 and 6A.

(b) The weights of denominations of 50 kg and down to and including 5 kg shall be provided with cast-in handles made of mild steel.

(c) The weights of denominations 2 kg and down to and including 50 g shall nest with each other.

3. Material

The weights shall be made or manufactured from grey cast iron.

4. Method of manufacture

The weights shall be made or manufactured by means of any suitable foundry and moulding process.

5. Loading hole

The weights must have a loading hole formed at the foundry

(a) For weights in Figure 6, this hole must be in the shape of a right circular cone located axially and opening into the bottom face of the weight with its smaller diameter.

(b) For weights in Figure 6A, this hole must be in the shape of a frustum of a pyramid with rectangular base and opening into the bottom face of the weight with its smaller end.

(c) In the case of new weights about two-thirds of the depth of the loading hole shall remain empty after adjustment.

6. Marking

(a) The denomination of the weights and the maker's or manufacturer's name or trade mark shall be indicated indelibly in the sunken form or in relief, on the upper surface of the central portion of the weight (See Figure 6).

(b) The denomination of the weight shall be indicated in the international form of Indian numerals in indelible manner with the symbols as illustrated below (See Figure 6).

किलो or किग्रा 2 kg

ग्रा or ग्राम 200 g

Note : The abbreviation किलो, किग्रा, ग्रा or ग्राम may be indicated in the regional script.

7. Dimensions

(a) The dimensions shall be as specified in Tables 5 and 5A.

(b) The tolerances on dimensions shall be :

(i) for weights 1 kg and below ± 10 per cent

(ii) For weights above 1 kg ± 5 per cent.

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TABLE 5

Dimensions for Cast Iron or Forged Mild Steel S Weights

(All dimensions in millimetres)

Denomination	*A*	*B*	*C*	*D*	*H*	*P*	*Q*	*R*	*S*	*T*
2 kg	94	101	78	41	10	34	30	9	18	4
1 kg	73	79	62	34	8	32	28	8	16	4
500 g	57	62	47	27	6	23	20	6	13	3
200 g	42	48	38	21	6	22	20	4	9	3
100 g	33	38	31	17	5	18	16	3	7	2.5
50 g	27	31	24	12	3	16	14	3	5	2

TABLE 5A

Dimensions of Cast Iron Weights with Cast-in Handles

(Dimensions in mm)

Denomination	*A*	*B*	*C*	*D*	*E*	*G*	*P*	*Q*	*R*	*S*	*T*
50 kg	236	253	134	170	100	27	58	48	24	102	32
20 kg	188	200	112	113	90	21	44	38	19	66	22
10 kg	152	161	92	88	74	18	36	30	15	54	19
5 kg	125	132	75	65	62	15	29	25	12	40	16

8. Finish

The weight shall be finished smooth and be free from pits, blow-holes and other defects. They shall be protected against corrosion by applying an appropriate coating which is resistant to normal usage of wear and tear.

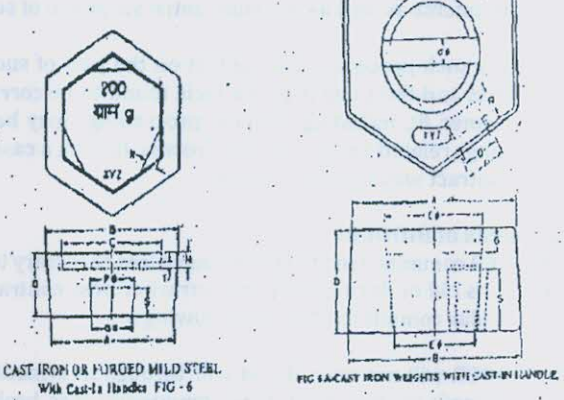
9. Permissible error

The maximum permissible errors shall be as specified below :

Denomination	*Permissible error*	
	Verification (mg)	*Inspection (mg)*
50 kg	7500	± 7500
20 kg	3000	± 3000
10 kg	1500	± 1500
5 kg	750	± 750
2 kg	300	± 300
1 kg	150	± 150
500 g	75	± 75
200 g	30	± 30
100 g	15	± 15
50 g	10	± 10

10. Stamping

The Legal Metrology Officer's seals shall be stamped on the lead pellet within the loading hole (See Figure 6).



CAST IRON OR FORGED MILD STEEL With Cast-in Handles FIG - 6

FIG 6A-CAST IRON WEIGHTS WITH CAST-IN HANDLE

D.—BULLION WEIGHTS (10 kg to 1 g)

1. Denominations

Bullion weights shall have the following denominations :

Gram series : 500, 200, 100, 50, 20, 10, 5, 2 and 1.

Kilogram series : 10, 5, 2 and 1.

ANNEXURE - E

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of .....20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri ....., Designation of the officer,(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure .....(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-Enabling the BUYER to obtain the desired said stores/equipment at a competitive price inconformity with the defined specifications by avoiding the high cost and the distortionary
impact of corruption on public procurement, and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order tosecure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER
1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will no provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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3.3* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid / contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The person signing the integrity pact shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time off filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**
4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. **Earnest Money (Security Deposit):** As mentioned in the Tender Document.

6. **Sanctions for Violations**
6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a county other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para

6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**
7.1 The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**
8.1 The CVC (Central Vigilance Commission) has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact (Names and Addresses of the Monitors as given in the Tender document).
8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentially.
8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

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11. **Other Legal Actions.**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**
12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this Integrity Pact at.....on.....

BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVEOFFICER
Designation	
Coal India Limited/Subsidiary Co.	
Witness	Witness
1.....	1.....
2.....	2.....

APPENDIX -I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. ..... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. ..... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited (hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. .....(Rupees : .....) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the .....(Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .....

We, the .....(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. ..... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India		Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947	OR	A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Dated .....day of .....
For ..... Bank
Emp. Code.

Signature of the authorized person
For and on behalf of the Bank