



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:U10101JH1972GOI00091

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/119080-119138/MS Pipes-200mm/PO/20

Date: 12.06.2020

Original by Regd. Post/E-mail

SUPPLY/PURCHASE ORDER

To,

M/s TATA STEEL LIMITED

Tubes Division, 52, Jawaharlal Nehru Road

2nd Floor, Kolkata:-700071

Mobile: 91-9822204524

Authorised Dealer of:

M/s Bina Tube Pvt. Ltd., A-36 (P) to A-44 (P), Large

Sector Area, Gamharia, Jamshedpur-832108

E-mail : s.chakraborty@tatasteel.com

GSTIN: 20AAACT2803M2ZO

Vendor Category : Manufacturer

PAN-AAACT2803M

Sub: Supply of MS Pipes MS Pipe 8", 200mm NB

- Ref:**
1. Our Tender no: BCCL/Pur/119080-119138/MS Pipes-Schemes/ATE-RA/87 Date:30.03.2020 opened on 08.05.2020 [Tender id: 2020_BCCL_169391_1]
 2. Your online Bid no. 512381 dated 06.05.2020 & subsequent correspondence on the above Tender.

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: MS Pipe 8", 200mm NB as per IS 3589 with latest Amendment

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. (Mtrs)	Unit Basic Rate (₹)	Extended Landed Value (₹)
1	MS Pipe 8", 200mm NB as per IS 3589 with latest Amendment [Make & Model No. Tata Pipes] (Technical specification as per Annexure 'A' & Techno-commercially accepted offer)	4924.00	1,506.00	74,15,544.00
Sub Total [A]				74,15,544.00
GST @ 18% (9% CGST+9% SGST) [B=18% of A]				13,34,797.92
Total [C=A+B]				87,50,341.92
CMPDI Inspection Charges @1% on FOR Value [D=1% of C]				87,503.42
GST @18% on Inspection Charges [E=18% of D]				15,750.62
Total Landed Rate on FOR Destination Basis [C+D+E]				88,53,595.95
Total Landed Rate on FOR Destination Basis [Rounded Off]				88,53,596.00

(₹ Eighty eight Lakhs fifty three thousand five hundred ninety six only)

2. GST:

- a) GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is indicated above.

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- 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.
- 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) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	TATA STEEL LIMITED
2	Constitution of Business	Limited Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AAACT2803M
5	GSTIN	20AAACT2803M2ZO

3. **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.

- 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.

4. Freight & Insurance Charges: Nil

- 5. 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.

6. Delivery Period: Supply schedule to be as follows:

Supply to be completed within 3 months from the date of order.

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.

7. 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

- 8. Payment Terms:** 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

- 9. 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.

10. 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.

Guarantee/ Warranty- 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 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

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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.

12. LOWEST PRICE CERTIFICATE: That, the price quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations. They should also certify that the quoted rates are not higher than rates quoted / prices charged by them for same items to other Customers.

13. 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.

14. INSPECTION AND TESTS: 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.

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vi) 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.

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- vii) Pre-dispatch inspection shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated in Appendix attached here.

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

15. 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 in 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.

16. 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.

Failure to confirm the above may render the offer liable for rejection without any further correspondence 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. Annexure-B - (Integrity Pact)


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4. Appendix-II Pre-Dispatch Inspection (PDI) Clause

INDENT & BUDGET CERTIFICATION REFERENCE:

Indent no. and Date	e-BC & e-FC Reference
(1):- RCLD/1221/19-20/34 Dt. 22.11.19 (2):- 310/(A) Dt. 26.10.19 (3) Rss/Cap/AR-III/19-20/22 Dt.11.12.19 (4) Bccl/Kus/Adic/E&M/19-20/21 IR No.119138 dated:-25.01.2020	BC No: BCCL/C&B/CAP/REG.PN:03/SN:73/eBCNo:172 Dated:06.06.2020,HEAD:Others P&M Sub Head Misc Item(New Job),File Org Authority: GM(MM)HQ, UNIT CODE:2200, For Amount:-₹88,53,596.00 eFC No:-40 Dated:-10.06.2020

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


(Imran Ashja)
Deputy Manager (MM)

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

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

Copy to:

- Depot Officer, Ekra Central Stores, BCCL
- HOD (F) (MM), MM Division, Koyla Bhawan
- GM(E&M)I/C, E&M Deptt, Koyla Bhawan
- MM (Tech Cell), MM Div, Koyla Bhawan
- Master File/Office Copy
- GM(MM) CCL/NCL/WCL/SECL/ECL/MCL
- Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301, UP
- Shri Aditya Prakash Mishra IRSE (Retd.), Flat No.-24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurugram-122003, Haryana
- M/s Bina Tube Pvt. Ltd., A-36 (P) to A-44 (P), Large Sector Area, Gamharia, Jamshedpur-832108

Annexure 'A'

S.No.	Item Description	UoM	Qty. (Nos.)
1.	Supply of M.S. Pipe of 200mm dia.	Meters	4924.00

Technical Specifications:**1. 200mm NB, Black M.S. Heavy Duty pipes:-**

- Black mild steel tubes, plain end manufactured by ERW/HFIW process conforming to IS: 3589 with latest amendment.
- O.D. of pipe: 219.1 mm.
- Wall thickness : 8.0 mm
- Tolerance: as per IS.
- Hydraulically tested as per IS: 3589.
- Random Length: 5-7 m.

Important terms to be followed:

- All the pipes should be ISI marked.
- A copy of valid BIS license (indicating the size and welding process) must be submitted along with the offer as well as supply.
- Test report for Hydrostatic test (for 200mm NB) as per relevant IS must be submitted at the time of supply.



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Annexure-B**INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made onday of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (herein after called the "BUYER/ Principal", 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 (herein after called the "BIDDER/Seller/Contractor" 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 in conformity 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 to secure 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:

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:**
 - 1.1 No employee of the principal, personally or through family member, will in connection with the tender for or the execution of the contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.2 The Principal will, during the tender process treat all BIDDERS with equity and reason. The Principal in particular before and during the tender process will provide to all BIDDERS the same information and will not provide to any Bidders conditional/ additional information through which BIDDERS could obtain in relation to the tender process or the contract execution..
 - 1.3 Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of BIDDERS/Contractors

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- The Bidder(s) / Contractor(s) 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 other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder(s) / Contractor(s) will not enter with other Bidders info 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 cartelisation in the bidding process.
 - The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) 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.
 - The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. The guidelines and terms and conditions for Indian agents of foreign supplier shall be as per the provisions at Annexure-I of this document.
 - The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, 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 / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier 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 transgressors 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) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s) / Contractor(s)".

(3) 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.

(4) If the Bidder / Contractor / Supplier 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."

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(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 of the Contract value or the amount equivalent to Performance Bank Guarantee,

Section 5 - Previous transgression

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(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 --Equal treatment of all Bidders /Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(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 Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8-Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him /her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) 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.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies 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.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(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 contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Chairman, Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (3) 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.
- (4) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- 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.

Section 12- Law and Place of Jurisdiction

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

Section 13 - 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.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----
Date -----

Witness 1;
(Name & Address)

Witness 1;
(Name & Address)


12/6/2020


12/06/2020

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
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Datedday of

For Bank

Emp. Code.

Signature of the authorized person

For and on behalf of the Bank




APPENDIX-II**PRE-DESPATCH INSPECTION CLAUSE**

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s CMPDIL will be as follows:

1. Checking and approval of test procedures/quality assurance plans.
2. Verification of records and documents of your works.
3. Verification of documents and test certificate of bought out items and cross checks.
4. You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.
5. Final testing and checking of materials as per specifications.

M/s CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like GST etc,as applicable on inspection fee) is to be paid to M/s CMPDIL along with inspection call letter payable by SBI Collect as per enclosed Appendix-III(a) which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days' notice shall be given by the manufacturer to M/s CMPDIL for arranging inspection within valid delivery period as per contract.

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s CMPDIL.

Please send inspection call to M/s CMPDIL, Ranchi/ their Regional Office as per Appendix-III (b).

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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.

FOR AND ON BEHALF OF BCCL



Appendix-II (a)

The manufacturer/firm, intending to submit the Pre-Dispatch Inspection (PDI) Fees online through SB collect has to follow the following steps:

1. Visit CMPDI site (www.cmpdi.co.in).
2. Click on the link of State Bank Collect to pay Inspection Fee
3. Click the acceptance of terms & conditions and then click the proceed button.
4. Next page will open. Here, select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press *go* button.
5. Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.&* then press the submit button.
6. Next page will open, requesting to select the payment category. Here, select "*INSPECTION FEES*".
7. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.
8. After filling all the required data, press the *submit* button, you will be transferred to next page, which will request to verify the details and confirm the details. Press *confirm* button if entry made are correct otherwise press cancel If you press Confirm then you will be transferred to next page where payment option will appear.
9. On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.
10. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice.
11. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter.
12. The inspection call is required to be submitted online on the email id gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in in the following manner:
 - a) A Covering letter on your letter head giving the details of inspection.
 - b) Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
 - c) Copy of e-money receipt for the PDT Fee deposited online.
 - d) Copy of the respective complete supplied order against which inspection call is raised.

All the above four documents are to be submitted in separate POF files.
13. Simultaneously a copy of e-money receipt for the POI Fee deposited online must be mailed on the email id: hqfinance@yahoo.com, with a copy to sandeep.aru@coalindia.in

Note: The facility for submission of POI Fee on State Bank Collect will be available from 1st to 28th of every month.

Appendix-II (b)

To

The General Manager (E&M),
CMPDI Ltd.
Gondwana Place, Kanke Road
Ranchi 834031
(Ph 0651-2230876, Fax 0651-2230127)

INSPECTION CALL
(to be typed in Company's Letter Head)

Name of Subsidiary Company of CL	Inspection Call Ref No. & Date:
Manufacturer's Name with Address & Tel/Mobile phone No.:	P.O. No./R.C. No./Amendment/etc.: Date
Contact Person Details: • Tel. /Mobile Phone No.: • email id:	Status of supply order: Running Order/ New Order: (Please tick the appropriate one.)
Place of Inspection:	Brief Description of Material :
Qty. of Offered Material:	Value of Offered material: Basic Value: Consignment Value (Inclusive of all Taxes, Packaging & forwarding charges ,Transit Insurance, Freight
Date of readiness of Material: Proposed date of Inspection:	
1.Inspection Fee @1% of Consignment Value: Rs..... 2.GST as applicable on the date of submission of PDI Fee: Rs..... Total (1+2):	Details of e-receipt payment generated after paying the inspection Fee on SB collect: 1. e-receipt no.: 2. Date:..... 3. Amount in Rs.....
<p>Note:</p> <ol style="list-style-type: none"> 1. Inspection fee and GST charges is being sent on email id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in 2. Copy of Purchase order to be enclosed with inspection call. 	

Signature with seal


