



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

Level-III, Commercial Block

Koyla Bhawan, Dhanbad-826005

(Fax No- 0326-2230183)

Phone No.0326-2230181

Email Id: gmmm.bccl@coalindia.in

Ref.No: BCCL/Pur/119033/Winding Rope/19-20/OTE/PO/14

Date: 30.05.2020

SUPPLY/PURCHASE ORDER

Original by Regd. Post/E-mail

To,

M/s Usha Martin Limited
Mangal Kalash, 2A, Shakespeare
Sarani, Kolkata - 700071

E-mail : santanu_das@ushamartin.co.in

GSTIN: 20AAACU2339M3ZF

Vendor Category: Manufacturer

PAN- AAACU2339M

Sub: Supply of Winding Rope

Ref: 1. Our Tender No. BCCL/Pur/119033/Winding Rope/19-20/OTE/35 dated 11.09.2019, [Tender Id No. 2019_BCCL_149800_1] opened on :11.10.2019
2. Your online offer against above NIT vide bid Id no. 446243 dated :- 27.09.2019 and subsequent Clarifications/Confirmatory Documents submitted by you on our portal/email, last being your e-mail dated 14.04.2020 regarding Price Justification & Extension of Validity of offer.

Dear Sir,

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: Winding Rope, Full Locked Coil, Dia-32mm, as per IS 3626/2001

S.N	Description	Qty (Mtrs)	Basic Rate (Rs/meter)	Extended Value (Rs)
1	Supply of Winding Rope, Full Locked Coil, Dia-32mm, Galvanized, MBL - 834 kN, as per IS 3626/2001	700 (1 reel)	1792.42	12,54,694.00
			Sub Total	12,54,694.00
			GST 18 % [9%CGST+9% SGST]	2,25,844.92
			Landed Rate on F.O.R. Destination basis	14,80,538.92
			Total Landed Rate on FOR Basis (rounded off)	14,80,539.00

2. TOTAL ORDER VALUE: The total material value will be ₹14,80,539.00 on F.O.R. destination basis.

3. GST:

- GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% [CGST] as above.
- 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.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- 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.
- The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- E-Way bill, if required, shall be arranged by you.

11 E

Santanu Das
30.05.2020

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	Winding Rope	73121090	GST 18 % [9%CGST+9% SGST]

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	Usha Martin Limited
2	Constitution of Business	Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	MANUFACTURER
4	PAN	AAACU2339M
5	GSTIN	20AAACU2339M3ZF

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..

5. **Freight & Insurance Charges:** Nil

6. **Packing & Forwarding 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:** Delivery should be completed within 90 days from the date of receipt of order. The delivery schedule will be counted 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	Paying Authority
Depot Officer Regional Store P B Area, B.C.C.L.	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-

- is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
- is in accordance with the contract specifications.
- shall have no defects arising out of design, materials or workmanship.

Guarantee / Warranty shall be as per prescribed life by DGMS for winding rope. The supplier shall be responsible for any defects that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defects at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100 % free of cost without any extra cost to BCCL. The new goods should be supplied on FOR destination basis free of cost.

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, failing which necessary action including forfeiture of the Earnest Money Deposit may be taken against you. The value of SD in present case is ₹1,48,054.00 only.

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 in favour 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	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 & Tests-

- 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 and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- 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/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

1. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
2. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
3. To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
4. To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in clause 3 above except in case of force majeure condition
5. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the


30/5/2020



full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

6. To forfeit the security deposit fully or in part.

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 other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in your techno-commercially acceptable offer& as per company norms.

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.

Encl:

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

INDENT & BUDGET CERTIFICATION REFERENCE

Indent Details	eBC & e FC Details
PBA/AM (E&M)/2019-20/10 dated 24.04.2019 IR No. 119033 dated 22.07.2020	BCCL/C&B/CAP/Reg.PN-01/SN-01/eBC No. 101 dated 09.05.2020 for ₹14,80,539.00 Under Head:-P&M(Safety)-Safety & Rescue-New Job, File Org Authority:-GM(PB Area), Unit Code:-2200 e.F.C.No.28 dated: 29.05.2020 for ₹14,80,539.00

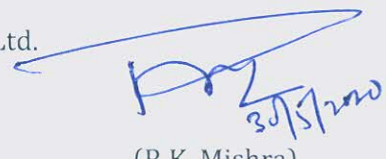
Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.



(Imrah Ashja)

Deputy Manager (MM)



(R.K. Mishra)

Chief Manager (MM)

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

Copy to:

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

Annexure-A**Technical Specification for DGMS approved type 32mm Dia, Winding Rope**

32mm dia - Full Locked Coil = 700Mtr. Cut Length: 700mx1.

Following Technical parameters to be followed during manufacturing of rope -

<u>Rope detail</u>	<u>Coating</u>	<u>Conforming to IS</u>	<u>MBL</u>
32mm, FLC	Galvanized	3626(latest)	834 KN

Following clauses are applicable for the rope -

1. A copy of valid BIS & DGMS approval must be submitted along with offer & at the time of execution of order.
2. Test reports & guarantee/warranty certificate must be submitted at the time of execution of order.
3. **Guarantee/ Warranty**: As per prescribed life by DGMS for winding rope.
4. **After Sales and Service**: - The firm should confirm that they will be able to provide after sales service to the end user.



ANNEXURE - E**INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., 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 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:

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 not 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.

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 of 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 country 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.

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 confidentiality.

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.

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

Name of the Officer

Designation

Coal India Limited/Subsidiary Co.

Witness

1.....

2.....

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

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
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