


<b>भारत कोकिंग कोल लिमिटेड</b> ( कोल इंडिया लिमिटेड की एक अनुपंगी इकाई ) एक मिनीरत्न कंपनी पंजीकृत कार्यालय: कोयला भवन, कोयला नगर धनबाद-826005, CIN :U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कमर्शियल ब्लॉक L-III, फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181 ईमेल: gmmm.bccl@coalindia.in वेबसाइट: www.bcclweb.in		<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) A Mini Ratna Company Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005, CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III (Fax No- 0326-2230183), Phone No.0326-2230181 Email. Id: gmmm.bccl@coalindia.in Website: www.bcclweb.in
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**SUPPLY/PURCHASE ORDER**

**ORIGINAL BY REGD. POST/BY E-MAIL**

Ref. No.: BCCL/PUR/118081 118098/Capacitor and capacitor Banks/19-20/71

Date: 30.09.2019

To,

**M/s DELTA TECHNOCRATS**

29/4A, NSB ROAD, School More,  
Raniganj, West Bengal- 713347.  
Mobile: 9434739700.

Vendor Category: Dealer

Email: [deltatechnocrats@gmail.com](mailto:deltatechnocrats@gmail.com)

GSTIN No.: 19ATUPS6981P1Z2

PAN: ATUPS6981P

**Sub: Supply of Capacitor Banks.**

**Ref:** 1.Our Tender no: BCCL/PUR/118081 118098/Capacitor and capacitor Banks/18-19/OTE/71 dated 30.11.18 opened on 24.12.18 [Tender Id: 2018\_BCCL\_122367\_1].

2. Your online Bid no. 358744 dated 17.12.18 & subsequent correspondence on the above subject.

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: Capacitor Banks**

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

NIT Sl. No.	Item Description	Qty. (Sets)	Unit Basic Rate (In ₹)	Extended Landed Value (In ₹)
1.	Capacitor Bank set 11 KV 6000 KVAR 3 Phase (Make: MADHAV Model: APFC11-6000)	01	18,51,994.00	18,51,994.00
3.	Capacitor Bank set 11 KV 2000 KVAR 3 Phase (Make: MADHAV Model: APFC11-2000)	02	10,78,123.00	21,56,246.00
4.	Capacitor Bank set 6.6 KV 3000 KVAR 3 Phase (Make: MADHAV Model: APFC6.6-3000)	01	14,67,000.00	14,67,000.00
Sub-total				54,75,240.00
GST @ 18% [IGST @ 18 %]				9,85,543.20
Sub-total				64,60,783.20
CMPDI Pre-Dispatch Inspection Charge @ 1%				64,607.83
GST On CMPDI Charge @ 18%				11,629.41
Total Landed Rate on FOR Basis				65,37,020.44
Total Landed Rate on FOR Basis (rounded off)				65,37,020.00

[Detailed technical specifications will be as per Annexure- A & AA]

**2. Total Order Value:** The total material value will be ₹ 65,37,020.00/- (₹ Sixty-Five Lakh Thirty-Seven Thousand Twenty) only 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% [IGST] 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.

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*Aug 1*



- 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) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

NIT Sl. No.	Item	HSN code	GST rate
1, 3 & 4	Capacitor Bank	8537	18% [ IGST]

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s DELTA TECHNOCRATS
2	Constitution of Business	Proprietorship
3	Trade Type (Manufacturer/Dealer/Service Provider)	Dealer
4	PAN	ATUPS6981P
5	Provisional/Permanent ID provided under GST	19ATUPS6981P1Z2

**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. Road Permit:** If required it will be arranged by you.

**7. Delivery Period:** Within Three (03) months.

Delivery period will be reckoned from 10th day from the date of placement of order and the date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

(Any increase in the rate of taxes beyond delivery period will be to your account).

**8. A) Consignee & Paying Authority:** Consignee & Paying Authority for this Order will be as under:

Consignee	Paying Authority
Depot Officer Central Store, Ekra, BCCL.	HOD (F) MM, Purchase Finance, Koyla Bhawan, BCCL, Dhanbad.
BCCL GSTIN No. is 20AAACB7934MFZB.	

**B) Allocation:** Area wise allocation of above ordered quantity as per respective indents will be as under:

NIT Sl. No.	Item Description	Area	Sets.
1.	Capacitor Bank set 11 KV 6000 KVAR 3 Phase	PB Area	01
3.	Capacitor Bank set 11 KV 2000 KVAR 3 Phase	Block-II	02
4.	Capacitor Bank set 6.6 KV 3000 KVAR 3 Phase	Block-II	01

**9. Payment Term:** 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days and submission and acceptance of performance bank guarantee.

Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the GM(E&M)/C to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

**10. Submission of Bill:** Bills against the supplies made shall be submitted by you as under to:

A. PAYING AUTHORITY: Pre-received bills in quadruplicate along with receipted challan, certificates specified in the order and authenticated copies of all other documents specified in this order & technical specifications.

B. CONSIGNEE: i) Copy of Bill; ii) Inspection note (in original) if applicable; iii) Test Certificates specified in the technical specification; iv) Copy of Consignment note along with invoice and v) Authenticated copies of all other documents specified in the order & technical specifications.



C. GM(MM) & GM(E&M)I/C: i) Copy of Bill; ii) Copy of consignment note if applicable; iii) Copy of inspection note if applicable; iv) Copy of consignment note along with invoice and v) Authenticated copies of all other documents specified in the order & technical specifications.

**NB:** Copies of all documents submitted must be duly authenticated with signatures and seal of the company by you. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

**11. Guarantee /Warranty:** The supply shall be covered by the maker's standard guarantee as follows: You 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.

You shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 18 months from the date of receipt and acceptance or 12 months from the date of fitment, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, it shall be attended within 7 days from date of receipt of report & the defective part or parts will be replaced by the supplier at site free of cost within 21 days.

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. 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. Department/ Subsidiaries of CIL/ Other PSUs during the tenure of the BCCL contract. 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".

**13. Security Deposit:** You are required to deposit 10 % of value of the contract (contract value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) i.e. ₹ 6,53,702.00 (₹ Six Lakh Fifty-Three Thousand Seven Hundred Two) only as security money in the form of Bank Demand Draft /Bank Guarantee within 15 days from the date of order.

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 and submission and acceptance of performance bank guarantee. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

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 detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India	OR	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

**14. Performance Bank Guarantee:** PBG on schedule/Nationalized Bank (as per enclosed format at Appendix-II) in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the contract (contract value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) i.e. ₹ 6,53,702.00 (₹ Six Lakh Fifty-Three Thousand Seven Hundred Two) only



shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

This Bank Guarantee shall be initially valid for a period of 21 months from the date of receipt and acceptance of the stores and the same shall either be released or extended depending upon the merit of the case. The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

The Performance Bank guarantee (as per enclosed format at Appendix-II) 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	OR	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

**15. Inspection:** Pre-dispatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials. The material shall also be subject to pre dispatch inspection by CMPDIL as per details indicated in Appendix- III.

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

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

**17. 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:

- 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. As per GST Act, GST shall be applicable on liquidated damages which will be extra and recovered from you.
- 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
- To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
- 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.
- To encash any Bank guarantee which is available for recovery of the penalty. As per GST Act, GST shall be applicable on encashed Bank guarantee which will be extra and recovered from you. or
- To forfeit the security deposit full or in part. As per GST Act, GST shall be applicable on forfeited security deposit which will be extra and recovered from you.
- 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.

**18. Price Fall Clause:** You undertakes that you have 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 you 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 you to BCCL, if the contract has already been concluded.

**19. Integrity Pact:** The Integrity Pact signed and submitted by you along with your offer against this tender remain valid and applicable against this contract. The name of the External Independent Monitor for this contract is as under:

**1. Shri Pramod Deepak Sudhakar, IAS (Retd.)**

Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP) - 201 301.

**2. Shri Aditya Prakash Mishra, IRSE (Retd.)**

Address: Flat No.24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122 003.

A copy of Integrity Pact duly signed by you is enclosed (Annexure-E).

**20. Jurisdiction of Court:** ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

**21. Order Acceptance:** 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.

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.

**Encl:-** 1. Detailed Technical Specification- "Annexure-A & Annexure-AA"; 2. General Terms & condition of supply - "Annexure-B"; 3. Security Deposit Format (if submitted in BG form) -"Appendix-I"; 4. Performance Bank Guarantee Format-"Appendix-II"; 5. Pre-Dispatch Inspection Clause- "Appendix-III" 6. Technical Particulars declared and signed by you- "Annexure-AA" (3 pages) and 7. Integrity Pact- "Annexure-E" (5 pages).

#### **INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and Date	e. BC & e. FC Ref.
Indent No. BCCL/GM(E&M)I/C/F-Central Indent(Elect)/2017-18/Capacitor /N-4 dated 01.01.2018.	<b>BC no.</b> BCCL/C&B/CAP/Reg. PN-15/SN-361/eBC-455 dated 27.08.19 of ₹ 65,37,020.00/-. <b>F.C. No.</b> 165 dated 14.09.19 of ₹ 65,37,020.00/-.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

*Vikky*  
30.09.19

(Vikky Anand)  
Asst. Manager (MM)

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

*A. K. Sinha*  
30/9/19

(A. K. Sinha)  
Chief Manager (MM)

Copy to:

1. Depot Officer, Central Store, Ekra, BCCL.
2. HOD(F)MM, 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) MCL/CCL/NCL/WCL/SECL/ECL.
7. Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP) - 201 301.
8. Shri Aditya Prakash Mishra, IRSE (Retd.), Address: Flat No.24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003.
9. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand. Ph: 0651-2792298; Fax No: 0651-2230127.
10. M/s Madhav Capacitors Pvt. Ltd., B-5-2, M.I.D.C., Industrial Estate, Bhosari, Pune- 411026 (India). Ph: 91-20-2712 2360, 2712 2762; Email: [sale@madhavcapacitors.co.in](mailto:sale@madhavcapacitors.co.in) / [mcpl@vsnl.net](mailto:mcpl@vsnl.net) / [dbt2360@gmail.com](mailto:dbt2360@gmail.com).

**Annexure-A****(A) SCHEDULE OF REQUIREMENT:**

NIT Sl. No.	Item Description	Qty.
1.	Capacitor Bank set 11 KV 6000 KVAR 3 Phase	01 Set.
3.	Capacitor Bank set 11 KV 2000 KVAR 3 Phase	02 Sets.
4..	Capacitor Bank set 6.6 KV 3000 KVAR 3 Phase	01 Set.

**(B) Technical Specifications & Other Parameters:****A. SCOPE:**

- I. This Scope covers supply, installation, testing and commissioning of outdoor type three phase automatic capacitor bank with APFC Panel along with all controls, switching devices, and protection features are enclosed in a sheet steel enclosure. The banks shall come fully suitable for outdoor installation on structure along with the necessary equipments in all respects.
- II. The equipment and its components covered under this specification shall comply with all the latest applicable statutory rules, regulations, and relevant IS.
- III. Any other component, accessories, safety features not specifically stated in this specification but necessary for trouble free and safe operation of the equipment shall be deemed to be included.

**B. SERVICE CONDITION:**

- Maximum ambient temperature: 50 degree Celsius
- Relative humidity-95 percent
- Altitude upto 1000 meter above MSL.

**C. STANDARDS:**

- IS 13925: Capacitor.
- IS 3156: Residual Voltage Transformer.
- IS 5553: Series Reactor.

The other components such as Vacuum Circuit Breaker Panel and other Auxiliary equipments shall comply with the latest version of relevant Indian Standards/International standards.

**All IS/IEC shall be read with latest amendments in vogue on the date of technical bid opening.**

**For Sl. No. 1: 11 KV 6000 KVAR Capacitor Bank**

The capacitor banks are for use in a 3 phase 50 Hz 11 KV system. Capacitor bank shall consists series/parallel combination of small units of capacitor cells per phase to give total output of Bank as 6000 KVAR (3 phase). Necessary number of steps should be provided to meet requirement given in the schedule.

**For Sl. No 3: 11 KV 2000 KVAR Capacitor Bank**

The capacitor banks are for use in a 3 phase 50 Hz 11 KV system. Capacitor bank shall consists series/parallel combination of small units of capacitor cells per phase to give total output of Bank as 2000 KVAR (3 phase). Necessary number of steps should be provided to meet requirement given in the schedule.

**For Sl. No 4: 6.6 KV 3000 KVAR Capacitor Bank**

The capacitor banks are for use in a 3 phase 50 Hz 6.6 KV system. Capacitor bank shall consists series/parallel combination of small units of capacitor cells per phase to give total output of Bank as 3000 KVAR (3 phase). Necessary number of steps should be provided to meet requirement given in the schedule.

**D. ENCLOSURE:**

1. The APFC Panel shall have industrial CRCA enclosure of thickness not less than 2 mm, free standing and compact in size. Ground clearance of bottom most part of APFC Panel should not be less than 150 mm.
2. Enclosure door shall be interlocked with main circuit breaker to deenergise capacitors before door can be opened.



3. It shall have two separate earthing terminals on two diagonally opposite corner for earthing of enclosure.

**E. DESIGN FEATURES:**

- I. The APFC Controller automatically switches on/off, No of steps of capacitor banks by continuously sensing and giving signal to switches devices to switch on/off, the capacitor steps as per requirement to achieve power factor near unity.
- II. **APFC Panel shall have:**
  - a. Power Capacitor units.
  - b. Vacuum Contactor
  - c. Series Reactor for inrush current protection.
  - d. Auto Manual selection
  - e. Residual Voltage Transformer.
  - f. HRC Fuses
  - g. Automatic Power Factor controller
  - h. Audio-Visual indicator of various fault conditions.
  - i. Off Load Isolator
  - j. Smooth start/stop sequence
  - k. Safety Interlocks
  - l. Adequately rated Potential and Current Transformer
  - m. Remote monitoring components
  - n. Protective Relays
  - o. Measuring devices
  - p. Cable entry outlet /through going boxes
  - q. Insulated busbar.
- III. The APFC panel shall be painted after suitable treatment with one coat anticorrosive paint and two coats of synthetic enamelled paint of approved shade.
- IV. All capacitor bank should be supplied with interconnection between units of capacitor and phase connection.
- V. Capacitor units shall be provided with arrangement of discharge resistors for quick discharge of the bank after the capacitor is disconnected from the supply source so as to reduce residual voltage to less than 50 volts within five minutes of switching off.
- VI. The Capacitor element shall be wound from high purity annealed Aluminium foil, low loss capacitor paper and Polypropylene film (to have mixed dielectric of paper and Polypropylene film) , vacuum dried and impregnated under vacuum with nontoxic , non PCB oil to ensure uniform field distribution and high ionization limit. The basic unit shall be hermetically sealed in suitable container.
- VII. Each capacitor element shall be provided with built in fuse so as to isolate the faulty element if it becomes defective. In addition to this easily replaceable HRC Fuses of well-known standard and made preferably of striker PIN indicator type single phase capacitor unit shall be provided. In case of fault in an element, the overvoltage in the remaining element shall not exceed 10%. The capacitor shall have very low loss (preferably within 0.2 watts/KVAR including discharge resistance). The Capacitor bank shall be suitable to withstand electrostatics and thermal stress during switching.
- VIII. **Measuring Instrument shall be provided:**
  - KWH Meter
  - PF Meter
  - KW Meter
  - Ammeter, Voltmeter with selector switch.
- IX. **PROTECTIVE RELAYS:** APFC shall have the following protection:
  - Overvoltage Protection Relay.
  - No Volt Protection Relay
  - Unbalance Protection Relay.
  - Over current and Earth fault protection to cover the faults in the capacitor unit & its controlling Circuit Breaker.

**Following documents must be submitted by you at the time of supply:**

- (i) An attested copy of manufacturer's test certificate covering all routine tests as per IS 13925 of all the offered capacitor banks.
- (ii) Copy of detailed technical literature and circuit diagram.





**Annexure-B**  
**GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**

1. Definition: In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.

iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.

iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of BCCL, Dhanbad

v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.

viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.

ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

x. The term PARTICULARS shall mean the following:

a. Specification

b. Drawing

c. Sealed pattern denoting a pattern sealed and signed by the inspector

d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Ltd and / or a general standard of the Industry and obtainable in the open market.

f. Proprietary make denoting the product of an individual manufacturer

g. Any other details governing the construction, manufacturer and or supply as existing in the contract

xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:

i. The consignee at his premises or

ii. Where so provided the interim consignee at his premises or

iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.





iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6. (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is IGST or CGST & SGST. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

~~The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated.~~ In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialled by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.



- ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
- iii. All samples must be clearly labelled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment: The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

b) Change in a Firm:

i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

iii. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10. (a) Consequence of Breach: Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance:

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material up to such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.



12. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. The Price shall include:

- a. The service that will be rendered by them as manufacturer's agent
- b. The name and address of agents, if any, in India, and
- c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

15. Inspection and Rejection: Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination: The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.

b) Cost of Test: The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test: The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test : In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) Method of Testing: The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) Stores Expended in Test: Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) Inspector – Final Authority and to Certify Performance





i. The Inspector shall have the power: Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

ii. To reject any stores submitted as not being in accordance with the particulars.

iii. To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and

iv. To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(h) Consequence of Rejection : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

ii. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

iii. Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(i) Inspector's Decision as to Rejection Final: The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection: Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(l) Marking of Stores: The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes: On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

16. Packing and Transport

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(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Bharat Coking coal Ltd shall pay for only such stores as are actually received by them in accordance with the contract.

(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

17. Delivery: The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18. If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

19. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

20. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

21. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

22. Carrying vessels for Imported Items: In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

23. Freight: The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.





24. Passing of Property: Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

25. Laws Governing the Contract.

(a) This contract shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts: The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores: The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26. Corrupt Practices:

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

(b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

27. Insolvency and Breach of Contract

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report

a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.

b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

29. All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the "Law of the Land".





**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 &amp; 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	OR	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	ICIC00000196

Dated ..... day of .....

For ..... Bank

Emp. Code.



Signature of the authorized person

For and on behalf of the Bank





## APPENDIX -II

### FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----  
 -----hereinafter called the Seller has entered into a Contract No.-----  
 dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the  
 given ----- (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the  
 said Contract.

It has been agreed that hundred percentage( 100% ) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The ----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We, ----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made 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 seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, ----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- ( date to be given ----- period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (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 no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) 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 seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an 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 this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. 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.

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

[ 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 Civil courts 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 platform are furnished below:

Name of Bank	State Bank of India	OR	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

Dated ..... day of .....

For ..... Bank

Emp. Code.



Signature of the authorized person

For and on behalf of the Bank





**APPENDIX- III****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:

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

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.

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-II(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 in spite 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-II(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-III (a)**

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

**i.** Visit CMPDI site ([www.cmpdi.co.in](http://www.cmpdi.co.in)).

**ii.** Click on the link of State Bank Collect to pay Inspection Fee

**iii.** Click the acceptance of terms & conditions and then click the proceed button.

**iv.** Next page will open. Here you select the state as *Jharkhand* and then select the type of institution as *PSU-Public Sector Undertaking*, then press go button.

**v.** Next page will open requesting to you select PSU name, here you select *CMPDI Ltd.* & then press the submit button.

**vi.** Next page will open, requesting to select the payment category. Here you select "*INSPECTION FEES*".

**vii.** 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.

**viii.** 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.

**ix.** On this page you will find the various modes of e-payment of different banks i.e. net-banking, debit card, credit card etc.

**x.** 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.

**xi.** 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.

**Xii.** The inspection call is required to be submitted online on the email id [gmenm.cmpdi@coalindia.in](mailto:gmenm.cmpdi@coalindia.in), with a copy to [paresh.saxena@coalindia.in](mailto:paresh.saxena@coalindia.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.

**Xiii.** Simultaneously a copy of e-money receipt for the POI Fee deposited online must be mailed on the email id: [hqfinance@yahoo.com](mailto:hqfinance@yahoo.com), with a copy to [Sandeep.aru@coalindia.in](mailto:Sandeep.aru@coalindia.in)

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



**6000 KVAR 11 KV 3 PH 50 Hz (1000 KVAR X 6) 6 Step**

**ANNEXURE AA:**

- Make : MADHAV
- Rated Output(KVAR) : 6000 KVAR
- Rated Voltage(KV) : 11 KV
- No of phases : 3 Phase
- System of earthing : DOUBLE
- Rated Current (Amperes) : 314.927
- Make & rating of Vacuum contactor : BME/CGL/ESV, 400 A 11KV
- Rating of Isolator /AB switch: 630 A 12 KV
- Capacitor bank connection type: Delta
- No of insulator for supporting busbar : 54
- Current limiting device : 2 KVAR 11 KV 3 PH 50 Hz
- Protection relays : NDR
- Safety Interlocks : Mechanical
- Indicating and measuring device : 2 Nos. Indicating Lamps for each step & Voltmeter, Ammeter in Incoming.
- Dielectric Loss(watt/KVAR) : 0.2 watt/KVAR
- No of steps and step configuration : 6 Step (1000 KVAR X 6)

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ANNEXURE AA:

- Make : MADHAV
- Rated Output(KVAR) : 2000 KVAR
- Rated Voltage(KV) : 11 KV
- No of phases : THREE
- System of earthing : DOUBLE
- Rated Current (Amperes) : 105A
- Make & rating of Vacuum contactor : 200A, 11KV BCM/CO.L.
- Rating of Isolator /AB switch: 200A, 12KV
- Capacitor bank connection type: DELTA
- No of insulator for supporting busbar : 27
- Current limiting device : 1.334 KVAR, 11KV, 3ph, 50Hz
- Protection relays : NDR
- Safety Interlocks : MECHANICAL
- Indicating and measuring device : 2 Nos Indicating Lamp for each step & voltmeter  
Ammeter in line
- Dielectric Loss(watt/KVAR) : 0.2 watt/KVAR
- No of steps and step configuration : 3 Step (667 KVAR + 667 KVAR + 666 KVAR)

Nixxy



Avt



(2)

Ref no.: BCCL/PUR/118081 118098/Capacitor and Capacitor Banks/19-20/71

Date: 30.09.2019

Tender Ref. No.: BCCL/PUR/118081 118098/Capacitor and capacitor Banks/18-19/OTE/71 Date: 30.11.2018

**3000 KVAR 6.6 KV 3PH 50Hz (1000 KVAR x 3) 3 step**

**ANNEXURE AA:**

- Make : **MADHAV**
- Rated Output(KVAR) : **3000 KVAR**
- Rated Voltage(KV) : **6.6 KV**
- No of phases : **3Phase**
- System of earthing : **DOUBLE**
- Rated Current (Amperes) : **262.439**
- Make & rating of Vacuum contactor : **BMC/CGL/ESV, 200A 6.6KV 3PH 50Hz**
- Rating of Isolator /AB switch: **400A 7.2 KV**
- Capacitor bank connection type: **Delta**
- No of insulator for supporting busbar : **27**
- Current limiting device : **2 KVAR 6.6 KV 3PH 50Hz**
- Protection relays : **NDR**
- Safety Interlocks : **Mechanical**
- Indicating and measuring device: **2 Nos. Indicating lamps for each steps & Voltmeter, Ammeter in Incoming**
- Dielectric Loss(watt/KVAR) : **0.2 watt/KVAR**
- No of steps and step configuration : **3 Step (1000 KVAR x 3)**

*Nikky*

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## INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 12<sup>th</sup> Day of the month of December 2018, between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri General Manager(MM),(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 Delta Technocrats represented by Shri Amit Kumar Saraf, 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 Capacitors and APFC Panels 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

*likky*



*Amit Kumar Saraf*



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

*Minky*



*Oliver*



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.

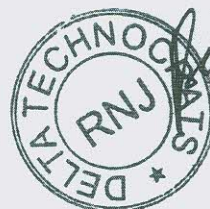
ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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.

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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.

*Minny*





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 Raniganj on 12<sup>th</sup> December, 2018.

BUYER

Name of the Officer  
Designation  
Coal India Limited/Subsidiary Co.

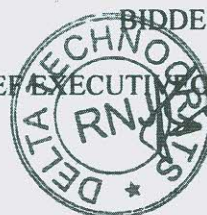
Witness

1.....  
2.....

*Handwritten signature*

BIDDER

CHIEF EXECUTIVE OFFICER



Witness

1. *Handwritten signature: P. S. Subramanian Kumar Sasur*  
2. *Handwritten signature: Tapas Chatterjee*

*Handwritten signature*