TENDER NO **PUR/200046/A/Explosive Vans/Centralized/07-08/30**

**DUE DATE & TIME FOR SUBMISSION** - 12.08.2009 (Up to 1.00 PM)

**DUE DATE & TIME FOR OPENING** - 12.08.2009 (At 3.00 PM)

**ESTIMATED VALUE** - **RS. 203.50 LAKH**

**COST OF TENDER DOCUMENT** - **RS. 5000.00**

**PRE BID MEETING TO BE HELD ON** --- **01.07.2009 AT 11.00 AM**

**VENUE** - OFFICE OF CGM(MM)

(as per clause no. A of annexure-A under head “Important Terms”)

**REQUIRED AMOUNT OF EARNEST MONEY** – **Rs.4,07,000.00**

(Please see clause no.10 & 12)

C.R.NO……..DATED....

**TENDER ENQUIRY**

<table>
<thead>
<tr>
<th>Document issued to:</th>
<th>If this Tender Document has been downloaded from our website Part-III envelope(Clause 7[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference.</th>
</tr>
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**Dear Sirs,**

Sub: Notice Inviting Tender for supply of --- **EXPLOSIVE VANS**

1. Sealed tenders are invited in duplicate only from the proven fabricators or their exclusively authorised sole selling agents authorised by their principals to offer against this tender for supply of **EXPLOSIVE VANS 10T/4.5T/1.5T CAPACITY** to various Areas of BCCL as per detailed specifications enclosed as annexure – “A”.

**PROVEN MEANS THOSE FABRICATORS OF EXPLOSIVE VANS OR THEIR EXCLUSIVELY AUTHORIZED SOLE SELLING AGENT WHO HAVE SUPPLIED TENDERED ITEMS IN PAST TO THE MINING INDUSTRY AND / OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT / PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) PLACED BY COMPANY’S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE AGAINST SUCH TRIAL ORDRS. PLEASE NOTE THAT FIRMS SHALL BE CONSIDERED PROVEN ONLY UP TO THE CAPACITY FOR WHICH THEY HAVE SUPPLIED EXPLOSIVE VANS AS ABOVE.**

2. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.
3. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM (MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

4. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

5. Tender documents/forms purchased by one firm are not transferable to another firm.

6. The tender document is divided into the following parts:
   i) Annexure ‘A’ - Technical specification
   ii) Annexure ‘B’ - Commercial terms without price.
   iii) Annexure ‘C’ - Check List
   iv) Annexure ‘D’ - Format of Integrity Pact

7. (a) The offers are to be submitted in four parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to D as stated at clause 6. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part I.
   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part II.
   (c) “Part – III” [Applicable for those tenderers who will download tender documents from our website.] In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III” envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-III”.
   (d) Part-IV – The intending tenderer must enclose the Integrity Pact format duly signed and stamped in all pages in Part- IV envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-IV”.

All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.

All these four sealed envelopes i.e. “Part – I” [Techno-commercial bid], “Part- II” [Price bid] and “Part – III” [Requisite tender fee as indicated in the tender notice] and “Part-IV” [Integrity Pact] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

In absence of “Part-III” envelope for those tenderers who have downloaded the tender documents from our website and “Part- IV” envelope offer shall be rejected out rightly without any reference.

8. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) and Part- IV (Integrity Pact) will be opened on the due date of tender opening in the office of CGM(MM), Commercial Block, L-III, Koyla Bhawan, Dhanbad-826005 in presence of the authorised representative of the attending bidders.

NOTE
Tenders not submitted in the above manner will not be accepted.
If tenderer disclose their price in the techno-commercial bid(Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

9. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.
10. Earnest Money:
An Earnest money of **Rs.4,07,000.00 (Rs. Four lakh seven thousand only)** in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive. If it is accompany the Part-II (Price bid), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

11. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required. Please note that validity of Performance Bank Guarantee shall be as per clause 11(a) of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.

12. State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered items), firm shall be considered for exemption from submission of EMD/ Security money, if they can submit these documents after duly signed by Notary Public.

13. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

14. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

15. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procure will be taken.

16. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT AND JHARKHAND HIGH COURT ONLY.

IMPORTANT NOTE:
(i). The tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii) Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii) Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviation are liable for rejection without asking back reference to the tenderers. Offers as asked must be submitted complete in all respects.

(iv) Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the Part-I (Techno-commercial offer). List of past supplies with the details of order reference and the performance report if any should be furnished along with the offer.
(v) The complete offer should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(vi) All pages of tender documents should be signed including all enclosures submitted with the tenders except printed leaflets/catalogues and have company’s seal. This is must otherwise offer shall be rejected.

(vii) Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer’s signature.

(viii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.

(ix) The tenderer must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(x) Offer of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against whom penal action have been initiated for breach of contract.

(xi) In case a firm is proven for a sub-assly of any particular Equipment, it will be considered proven for components of that particular sub-assly of the Equipment only.

(xii) Purchase Preference Policy as per Govt. of India’s office memorandum no. DPE 13(12)/2003-Fin.Vol II dt.18th July, 2005 valid up to 31/03/2008 is applicable for any Govt. Deptt / PSU tender.

It is applicable to contracts of value of 5.0 crore and above but not exceeds 100.00 crore.

(xiii) As per Central Vigilance Commission (CVC) guidelines, no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1/preferred L-1 vendor).

(xiv) If L1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate.

**IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENT TO BE SIGNED:**

**BIDDERS ARE REQUIRED TO SUBMIT INTEGRITY PACT WITH BCCL DULY SIGNED AND STAMPED IN ALL PAPERS AS PER FORMAT GIVEN AT ANNEXURE-D IN ANOTHER SEPARATE ENVELOPE CONFIRMING THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE TO THEM. NON SUBMISSION OF INTEGRITY PACT AMOUNTS TO NON-QUALIFICATION AND NO FURTHER EVALUATION OF OFFER SHALL BE DONE WITHOUT ASSIGNING ANY REASON BY BCCL.**

Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Encl: As above

Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
ANNEXURE- B

COMMERCIAL TERMS:-

Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):-

i. Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.

ii. Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user, so that the same can be verified if felt necessary.

iii. Details collaborations, if any.

iv. Details after Sales Service to be provided, namely address, of service, depots, if any, strength of after sales service personnel and their qualifications and background.

v. Details of Training if any.

vi. Details of quality control measures/stage inspections carried out Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.

vii. Details regarding location of Works. The purchaser reserves right to inspect the works of the bidder. Quarterly facilities they will provide to carry out pre-despatch inspection in stages of manufacturing process, if buyer wish to do so.

viii. A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

ix. The commercial status of the offers received against this tender shall be determined after off-setting the amount payable towards VAT if applicable for which input credit is admissible to BCCL.

2 (A) PART II i.e. PRICE BID should contain the following:-

i. Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.
   Ex-Works Price
   Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
   Excise duty if applicable (It will be payable extra on Ex-works price basis)
   Sales Tax (It will be payable extra as applicable)

NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

2. The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

In case of direct import by us (BCCL), price will be on F.O.R. delivery Port basis only. The Price must be on FIRM basis.

In case of Imported stores and prices are in Indian rupees on FOR destination basis, only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.

Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender.

In case of F.O.B price all discount attracts custom duty etc. except trade discount

In case of imported stores other than direct import by BCCL, the firm should quote FOR destination price in Indian rupees and firm shall give a certificate along with their offer of their Auditors certifying that they have paid Customs and other applicable Duties as per prevailing Customs Rates and refund if any shall be passed on to the buyer.

2 (B) – Detail evaluation of financial bids.
2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A) (i) above, in case a tenderer does not specify the basis of price or quoted on ex-works or FOR despatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

<table>
<thead>
<tr>
<th>Approximate distance of dispatching Station from Consignee’s end.</th>
<th>Percentage FOR dispatching station price regarding Freight.</th>
<th>Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2001 Km</td>
<td>5%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1501Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1001 Km - 1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>501 Km – 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>½%</td>
</tr>
</tbody>
</table>

2 (B) (b) In case of Imports, the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Description</th>
<th>Imported from USA, Canada and Japan</th>
<th>Imported from European and other countries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freight &amp; Insurance</td>
<td>12% of FOB value</td>
<td>10% of FOB value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>1/2% of FOB value</td>
<td>1/2% of FOB value</td>
</tr>
<tr>
<td>3</td>
<td>Custom Duty</td>
<td>As applicable</td>
<td>As applicable</td>
</tr>
<tr>
<td>4</td>
<td>Port handling and clearance Charges, Inland transportation and other miscellaneous charges</td>
<td>5% of FOB value</td>
<td>5% of FOB value</td>
</tr>
</tbody>
</table>

To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be “Selling BC Rate”.

3. VALIDITY: The offer must be valid for acceptance for a period of 180 days from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.

5. PRICE VARIATION: Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

6. PAYMENT TERM:-
   a) For indigenous supplies.
      100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.
   b) For imported supplies if Price is on FOB basis.
      In case of imported items where the price is on F.O.B. value 100% will be paid against letter of credit. Agency commission will be paid in Indian Rupee. Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.
   If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier’s account through e-banking while making payment.
   Name of the Bank.
   Name of the Branch with complete address.
   Party’s Account Style.
9. DELIVERY:-

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Item</th>
<th>Delivery Schedule</th>
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<tr>
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<td></td>
<td><strong>AS PER ANNEXURE “A”</strong></td>
</tr>
</tbody>
</table>

ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total tendered quantity, otherwise offer shall be considered unresponsive.

iii) The delivery schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause No. 10

10. PENALTY FOR FAILURE TO SUPPLY IN TIME: As per APPENDIX-1

11. (a) GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE - i) The firm shall furnish composite guarantee of the explosive vans for satisfactory performance for a period of 18 months from the date of receipt and acceptance or 12 months from the date of commissioning, which ever is earlier. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.

ii) A performance Bank Guarantee on scheduled/Nationalized Bank in India valid for 18 months from the date of receipt/acceptance of items for 10% value of the order as a coverage towards the supplier’s performance against the contact (in the standard form at Appendix-III enclosed herewith), must be submitted. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R, destination price including taxes, duties, transportation & insurance charges and other charges.

12. PACKING FOR TRANSIT.

The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed.

14. PRICE FALL CLAUSE:- As per Appendix -II

15. FORCE MAJEURE CLAUSE

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier’s control due to act of God then BCCL 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 BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of
delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.
c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

16. INSPECTION & TESTS.
   i. The purchaser of its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
   ii. If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
   iii. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
   iv. The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative’s i.e. third party prior to the dispatch of the Goods.
   v. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager(MM)
PENALTY FOR FAILURE TO SUPPLY IN TIME

APPENDIX-I

The time and date of 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 the purchaser.

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

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

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or

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

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

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

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

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The bidder must confirm the acceptance of this Penalty clause which will not be altered.

PRICE FALL CLAUSE

APPENDIX-II

i. The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii. If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clauses.
LETTER OF PERFORMANCE GUARANTEE

APPENDIX-III

1. Messrs..................................................... a company having its office at ------------------
-----------------------------------------------hereinafter called the Seller has entered into a
Contract No.----------------------------------------dt.----------------- (hereinafter called the said Contract) with
Bharat Coking Coal Limited (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,----------------------------- Bank Ltd. 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,-------------------------------- Bank Ltd., 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 that would be taken for
the performance 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---------------months from the date of Bank Guarantee) we
shall be discharged from all liability under this guarantee thereafter.
4. We., Bank Ltd. 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
relished 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,----------------------------- Bank Ltd. 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.
Date------------------------ Day of ----------------------------20

For ----------------------------- Bank Limited
Signature of the authorised person
for and on behalf of the Bank
CHECK- LIST
( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer                                                                  Yes/No

2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer Yes/No

3. If the reply against(2) above is yes, then indicate name & full address of the Principal.

4. In case of (2) above whether the Principals Authorisation As Exclusive Authorised Marketing Outlet is enclosed with the offer Yes/No

5. Acceptance of 180 days offer’s validity period as per NIT Yes/No

6. Whether quoted prices are FIRM as per NIT. Yes/No

7 Whether Price quoted is on FOR destination basis as per NIT Yes/No

8. Acceptance of Payment terms as per NIT Yes/No

9. Acceptance of Liquidated damages & Risk purchase clause as per NIT. Yes/No

10. Acceptance of Price fall clause as per NIT. Yes/No

11. Whether banned or delisted by any Government or Quasi-Government agencies or PSUs. Yes/No

NOTE: NON-ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER WITH SEAL & STAMP
(A) SCOPE OF SUPPLY: Supply of Explosive Vans complete in all respects like new chassis with fabricated body as per statutory provisions along with license. The licensees will be the CGMs/GMs of the concerned Areas.

The successful tenderer has to comply strictly with all statutory provisions which may be in force as on date and particularly under the provisions of the explosives act 1884 and explosives rules 1983. Arrangement of procurement of licenses in the name of concerned CGMs/GMs of the Areas will be the responsibility of the successful tenderer. All relevant formalities will be fulfilled by the company.

(B) QUANTITY: The carrying capacity wise Explosive Vans to be procured will be as follows.

<table>
<thead>
<tr>
<th>Van Type</th>
<th>Capacity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explosive Van 1</td>
<td>10 Tonnes</td>
<td>1 No.</td>
</tr>
<tr>
<td>Explosive Van 2</td>
<td>4.5 Tonnes</td>
<td>23 Nos.</td>
</tr>
<tr>
<td>Explosive Van 3</td>
<td>1.5 Tonnes</td>
<td>8 Nos.</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>32 Nos.</strong></td>
<td></td>
</tr>
</tbody>
</table>

(C) TECHNICAL SPECIFICATIONS:

1. Air space between body and cab – A clear space of at least fifteen centimeters shall be left between the Body and Cab.
2. Driver’s cab – The cab shall be fitted and covered externally with 0.914 mm Aluminum sheeting. The wood if used shall be treated as to render it uninflammable.
3. Cab-Doors shall be fitted having windows of non-splinter type glass.
4. Wind Screen – A substantially framed wind-screen shall be fitted with the portion in front of the driver’s seat pivoted on strong brass quadrants for opening.
5. Fuel Tank - The fuel tank shall be in front of the fire-screen described under item (11) below. It should be so located as to minimize the possibility of its being damaged should the vehicle be involved in an accident. Stone guards should be provided.
6. Fuel Cut-off – A quick acting cut off (for fuel lines) shall be fitted on the feed pipe in an easily accessible position and shall be capable of being operated without the necessity of lifting the bonnet and shall be so located as not to be involved in a fire in the engine.
7. Exhaust-pipe and Spark Arrestor – The whole of the Spark Arrestor and exhaust piping shall be in the front of the fire-screen described in item 11.
8. Fire Extinguisher – Two chemical fire extinguishers of minimum 2 Kgs. shall be provided. At least one fire extinguisher shall be Carbon Tetra Chloride type for petroleum fire and other shall be of Carbon Dioxide under pressure type for electrical fire suitably placed for immediate use.
9. Self Starter – A self starter shall be provided.
10. Lighting – Electric head, side and tail lamps shall be provided and shall be operated from the dash board. All electric wirings and battery cables shall be fully enclosed and maintained in good operating condition.
11. Fire Screen – Shall consist of one ply asbestos and 18 gauge steel sheets fitted to the whole of the driver’s cab and extending to within 300 mm of the ground. The part extending from bottom of the cab to within 390 mm of the ground shall be carried on an iron angle frame of light construction.
12. Spare Wheels – One spare wheel inclusive of outer cover and inner tube shall be carried for each size of wheel on the chassis.
13. Painting and Marking – Body and cab shall be painted and marked and lined with a colour approved by the licensing authority. The van should be painted with aluminum or white paint. The letter ‘E’ should be written prominently on the sides and rear of the van. The name and address of the licensee and the license number should be written in small letter on one side. Vehicles holding inter-state/national permits shall be painted as per direction of Road Transport Authority. However, another circle of 60 cms. Diameter in red colour should be
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painted on one of the flaps of rear door of van with letter ‘E’ inscribed in the circle. On both sides and ends, the word ‘EXPLOSIVE’ in red letters not less than 25 cm high on a white background shall be written.

14. Total maximum load – The total maximum load for a vehicle shall be equal to or exceed gross vehicle weight rating.

15. Inspection – The whole of the work shall be to the satisfaction of the licensing authority who shall have free access at any time to the workshop fabricating the body and who may reject any material or workshop which does not comply with this specification.

16. The body framing is to be constructed of best selected, teak thoroughly seasoned and free from all defects. All joints are to be morticed and tenoned or half checked, depending upon their position in the structure, and securely fixed with screws. The joints are to be coated with white lead before assembly. All parts of the framing which will be in contact with the outer metal paneling are also to be thoroughly coated with white lead before paneling is fixed there to. Iron plate, knees, etc., may be used for stiffening the framing where they are considered necessary, but no such iron work must be exposed in the interior of the completed van body.

17. Flooring – This is to be constructed of teak boarding tongued and grooved 22.2 mm thick and about 152.4 mm or 177.8 mm in width, it is to be recessed into the soleplate of the van body and below it is to be fixed a sheet of 0.914 mm (20 S.W.D.) aluminum sheet. The flooring is to be supported by bearers about 28.6 mm thick by 50.8 mm wide, fitted between the sole plated and screwed on the top of the cross-members of the chassis frame.

The sill of the doorway has to have a fall outwards of 6.4 mm and it should be covered with a brass plate full width of the doorway, 63.5 mm wide inside and having its outer edge turned downwards and secured in position with brass screws.

18. Body paneling and Lining – The roof, floor, sides, ends and doors of the van are to be covered externally with 0.0147 mm (20 S.W.G.) aluminium sheeting and inner lining may be of asbestos or wood so treated as to be rendered uninflammable or with such other material as may be approved in writing by the licensing authority. This must have a smooth surface, free from distortion or any dents, and it is to be fitted to the framing in sections of convenient size. The roof beading is a of aluminium 19 mm x 4 mm. whilst ends to a distance of 25.4 mm. the end turnover, being relieved at intervals of 152.4 mm. to allow the sheeting to lie flat on the framing. At all places where sheeting is fixed to the body framework, it has to be covered by a beading. The roof beading is of aluminium 19 mm x 4 mm whilst a wooden weather beading is run round the sides and ends where the joint with roof sheeting takes place. At other places aluminium beading 19 mm x 4 mm. has to be used, excepting only the bottom joint of the sides which is covered by a wooden rail 25.4 mm wide 38.1 mm deep, and the central cover joint of the doors, which is formed with flat mild steel strap 38.1 mm wide.

The interior of the van body has to be lined with 20 S.W.G. aluminium sheeting throughout, sides end, roof and doors, the lining has to be fitted in as few sections, as possible and in all cases brass screws must be used for securing same.

19. Doors – Double doors are to be fitted at the near end of the body and they are to be a close fit all round the framing, paneling and lining of same being similar in all respect to the body works. They are to be beveled along the bottom to make a watertight joint with the brass covered still of the doorway, and the central joint of doors must also be beveled and covered with stapping as previously mentioned. The doors are to be hung on strong mild steel crook and bank hinges. The band section being 29.7 mm X 8 mm and these in turn are to be securely fixed to hinge and angle plates of section 44.4 mm X 8.0 mm on the rear frame posts of the van body. The hinges are to be so constructed and set that the doors will swing right round against the van body side, and facilities are to be provided for fixing the doors in this position.
A slot is cut in the clip and for the reception of a brass H. & T.V. padlock on the left hand side of the doors.

There shall be no opening in the body of the vehicle except through the doors at the back. No holes shall be drilled in the chassis, unless allowed by the maker for the purpose of securing the van body.

20. Body dimensions – The inside dimensions of the body shall be suitable for the quantity of explosives proposed to be carried. The body shall be of such dimensions and fitted in such a manner as to keep the vehicle stable during transport of explosives. The proposed load of the Explosive to be transported vis-a-vis its approximate dimension of the container/Body is given below.

<table>
<thead>
<tr>
<th>Explosive Carrying Capacity of the Van</th>
<th>Length (Meter)</th>
<th>Breadth(Meter)</th>
<th>Height(Meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Tonnes</td>
<td>4.21</td>
<td>2.26</td>
<td>2.13</td>
</tr>
<tr>
<td>4.5 Tonnes</td>
<td>3.96</td>
<td>2.08</td>
<td>1.80</td>
</tr>
<tr>
<td>1.5 Tonnes</td>
<td>1.68</td>
<td>1.52</td>
<td>1.52</td>
</tr>
</tbody>
</table>

21. Apart from other brakes there must be a parking brake for securing vehicle while loading or unloading or left standing.

22. The specification of chassis and diesel engine capacity should be suitable to transport 10 Tonnes, 4.5 Tonnes and 1.5 Tonnes of explosive, along with the weight of the van with constructed body.

23. Other features:

- Provision of 5 gear system with reversal gear.
- Auto Electrical system with 2x12/1x24 Volts.
- Air Brakes.
- Parking Brakes.
- No. of wheels as furnished in the table below:-

<table>
<thead>
<tr>
<th>Explosive carrying capacity of the van</th>
<th>Front</th>
<th>Rear</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 Tonne</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>4.5 Tonne</td>
<td>2</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>10 Tonne</td>
<td>2</td>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

Explosive Vehicle should also be provided with the following: -

- Operators Cabin Seat
- Front Light
- Break light
- Back light
- Parking light
- Side indicator
- Power Steering
- Suitable capacity of Diesel Engine Cooling System
- Fuel tank of standard size

EACH EXPLOSIVE VAN SHALL HAVE VALID APPROVAL OF CHIEF CONTROLLER OF EXPLOSIVES AND DGMS.

(D) DELIVERY: The tenderers should indicate their earliest delivery schedule.

(E) Guarantee/Warrantee/Performance Bank Guarantee: As per Clause 11 of Annexure-“B”.
A. Pre-bid meeting with prospective bidders will be held in the office of Chief General Manager (MM), BCCL, Kola Bhawan, Dhanbad at 11.00 AM on 01.07.2009. The purpose of this meeting is to draw final NIT. For this purpose bidders are requested to download tender documents either from web site or purchase the same against payment as per the terms of the NIT. Any clarification required by the bidders to prepare their bid will also be given during the meeting. The proceeding of the meeting will be recorded and resultant modification in the NIT (if any) will be made available on the BCCL web site. Non receipt/delayed receipt of the proceedings of the pre-bid conference shall not be a ground for delayed submission of bid. Any expense for attending the meeting will be borne by attending prospective bidders.

Prospective bidders are requested to send agenda notes for pre-bid conference in advance to the office of CGM(MM), to enable us to clarify our stand on those points during pre-bid meeting.

B. In case the opening date of tender falls on Holiday, the tender shall be opened at 3.00 PM on immediate next working day.

C. This tender is fresh invitation after cancellation of tender No. Pur/200046/A/Explosive Vans/centralized/07-08/144 (opened on 18.03.2008)

Materials Manager (P)
ANNEXURE –‘D’

INTEGRITY PACT:

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF TENDERS VALUED AT RS. 2.00 CRORES AND ABOVE. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING “INTEGRITY PACT AGAINST TENDER No. Pur/200046/A/Explosive Vans/07-08/30 DUE ON 12.08.2009

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

Independent External Monitor for this tender is

Shri S.C. Samal, IAS (Retd.)
CA – 193, Sector –1
Bidhan Nagger, Kolkata-700064
INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”

And

………………………………..here in after referred to as “The Bidder/Contractor”

Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for --------------------------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

ii. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

iii. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,
certifications, subsidiary contracts, submission or non-submission of bids or any other actions
to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws
of India; further the Bidder/Contractor will not use improperly, for purposes of competition
or personal gain, or pass on to others, any information or document provided by the Principal
as part of the business relationship, regarding plans, technical proposals and business details,
including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has
made, is committed to or intends to make to agents, brokers or any other intermediaries in
connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be
an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2
or in any other form such as to put his reliability or credibility as Bidder into question, the Principal
is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already
signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such
as to put his reliability or credibility into question, the Principal is entitled also to exclude the
Bidder/Contractor from future contract award processes. The imposition and duration of the
exclusion will be determined by the severity of the transgression. The severity will be
determined by the circumstances of the case, in particular the number of transgressions, the
position of the transgressions within the company hierarchy of the Bidder and the amount of
the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3
years.

2. The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to
resort to and impose such exclusion and further accepts and undertakes not to challenge or
question such exclusion on any ground, including the lack of any hearing before the decision
to resort to such exclusion is taken. This undertaking is given freely and after obtaining
independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him
and has installed a suitable corruption prevention system, the Principal may revoke the
exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable
doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award
according to Section 3, the Principal is entitled to demand and recover from the Bidder
liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to
Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is
entitled to terminate the contract according to section 3, the Principal shall be entitled to
demand and recover from the Contractor liquidated damages equivalent to 5% of the contract
value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever
is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject
only to condition that if the Bidder/Contractor can prove and establish that the exclusion of
the Bidder from the tender process or the termination of the contract after the contract award
has caused no damage or less damage than the amount or the liquidated damages, the
Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 – Previous transgression**
1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors**
1. The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

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

**Section 8 – External Independent Monitor/Monitors**

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-
binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Dhanbad.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

__________________________________________________________

For the Principal / For the Bidder/Contractor

Place…………………… Witness 1 : ………………………………

Date …………………… Witness 2 : ………………………………