

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)  
**BHARAT COKING COAL LIMITED**  
(A SUBSIDIARY OF COAL INDIA LTD., GOVT. OF INDIA U/T)  
**OFFICE OF CHIEF GENERAL MANAGER (MM)**  
**KOYLA BHAWAN: P.O. KOYLA NAGAR (DHANBAD)**  
**PHONE: 0326-2230181/PBX-0326-2230028/29, FAX –0326-2230183**  
**Website Address: www.bccl.cmpdi.co.in**

**NOTICE INVITING TENDER** **OPEN GLOBAL/DOMESTIC TENDER**

**NOT TRANSFERABLE**

**BY REGD./SPEED POST/AIR MAIL**

**TENDER No: BCCL/PUR/570001/LedCaplampComplete/E&M/10-11/15 Date: 06/05/2010**

**TENDER FEE: Rs. 5000/-**

MONEY RECEIPTS NO./ DEMAND DRAFT NO.:

Date:

M/s-----  
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1. Sealed Bids are invited in duplicate only from the proven manufacturer or a firm exclusively authorized by the proven manufacturer to quote against this tender for supply of 10,000 no of **DGMS approved LED Cap Lamp Complete** as per the scope of supply / technical specification attached at **Annexure “A”**, and as per the terms and conditions given hereunder:-

**Bidders shall be considered proven who will fulfill “Proven-ness criteria” specified at Annexure “I” enclosed herewith.**

**ESTIMATED VALUE OF TENDER: Rs. 3.25 CRORES**

TYPE OF TENDER:	TWO BID
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**BCCL reserves the right to vary the quantity of the tendered items.**

2. The Bids must be submitted on or before **3.00 P.M** of **23-06-2010**.

3. The Bids shall be opened at **3.30 P.M.** on the same day in the presence of the representatives of the bidders who choose to remain present.

In case the date of opening of tenders happens to be a holiday, the tenders shall be opened at 3.00 P.M. on the next full working day.

4. **Methodology for the submission of tenders:** The Bids must be submitted, in duplicate, in sealed cover and the outer envelopes addressed to the purchaser should be

super scribed with the name and address of the tenderer, tender number and the date of opening.

4.1 Offers must be sent in double COVERS unless otherwise indicated. The inner COVERS

should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted in the office of the Chief General Manager (MM), Bharat Coking Coal Limited, Koyla Bhawan, P.O. Koyla Nagar, Dist. Dhanbad (Jharkhand) PIN CODE-826005. The tender may also be put in the tender box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and will not be opened without assigning any reasons. Offer received through FAX, TELEGRAM or E-mail will not be considered unless specifically permitted/requested in the NIT.

4.2 The bidders must submit their offer in two separate sealed COVERS and these two COVERS should be put in an outer cover. PART-I will contain Para wise response to the technical and commercial details of the NIT and PART-II price details.

A. Such bidders who have downloaded the tender document from our website and have not purchased the same from our office, are required to submit a SEPARATE ENVELOPE containing the tender fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to BCCL, Dhanbad. In case such tenderer claims exemption for payment of tender fee, the third envelope should contain self certified copy of documents proving entitlement for exemption from payment of tender fee.

**The envelope containing the tender fee/exemption documents must be super-scribed with "Tender Fee , Tender No, Due date of Opening and Name and Address of the tenderer".**  
**THE PART-I, PART-II AND ENVELOPE CONTAINING TENDER FEE (IF APPLICABLE) SHOULD BE PUT IN THE OUTER COVER AS INDICATED ABOVE.**

**B. IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENTS TO BE SIGNED: (APPLICABLE FOR TENDER VALUE D AT RS. TWO CRORE AND ABOVE)**

**BIDDERS ARE REQUIRED TO SUBMIT INTEGRITY PACT WITH BCCL DULY SIGNED AND STAMPED IN ALL PAPERS AS PER THE FORMAT GIVEN AT ANNEXURE - E 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.**

**NOTE:** IN CASE TENDER FEE AND INTEGRITY PACT ARE PUT IN PART-I/PART-II COVER BY THE BIDDER AND NOT IN A SEPARATE COVER SUPER-SCRIBED AS "TENDER-FEE" AND "INTEGRITY PACT", SUCH TENDERS WILL NOT BE CONSIDERED FOR TENDER OPENING AND THE OFFER WILL BE REJECTED

Tender Documents downloaded from our website but not accompanied with the tender fee/exemption document in a separate envelope as specified above will be rejected.

**Government Organization/Public Sector Undertakings/Ancillary Units of BCCL for the tendered items are exempted from paying tender fee.**

Further a certificate as indicated below should be enclosed along with the tender fee in the **separate envelope super-scribed as “TENDER-FEE”**:

"We undertake that the tender submitted by us is down loaded from BCCL Website (www.bccl.cmpdi.co.in) and is the same in contents and form (verbatim ) and any deviation , if detected ,at any stage , would entitle BCCL to reject our offer / bid without assigning any reason or recourse to any penal action , and would be legally binding on us.

**Signature & Seal of the Tenderer**

4.3 In case of two- part tendering, the first part of the tender will consist of the two sections:

**Part-I SECTION-A:** Consisting of technical offer and a check list showing deviations from the technical specifications. If there is no deviation with technical terms of the NIT, a “ No deviation Certificate” must be enclosed.

**Part-I SECTION-B:** Containing

- a) Commercial terms and conditions.
- b) Earnest Money Deposit as per NIT.
- c) Check list-showing deviations, if any from the NIT commercial terms and conditions against each clause. If there is no deviation with commercial terms of the NIT, a “ No deviation Certificate” must be enclosed.
- d) Blank format of price bid as to be quoted by the tenderers (WITHOUT PRICE).
- e) All certificates and documents as required in the NIT, duly authenticated and stamped.

**Part –II** This will consist of the details of the prices only, as per the item serial Number, Description, Part no., Quantity and Unit of Measurement (U.O.M.) as per the NIT. In case a different unit of measure is quoted, the conversion factor to U.O.M. as per NIT should be indicated in the bid for that item. **All pages in the price bid must be signed with the seal of the bidders. Offers received without signature and seal on all pages of price bid shall be liable for rejection.**

The PART-I will be opened on 23.06.2010 at 3.30 PM and PART -II will be opened after evaluation of PART-I. The PART-II of only techno-commercially acceptable bidders shall be opened for which separate intimation will be given to the bidders.

**4.5 NOTE: ALL ENVELOPES CONTAINING THE TENDERS SHALL BE PROPERLY SEALED EITHER WITH LAC OR PVC TAPE. ENVELOPES ONLY STAPLED SHALL NOT BE ACCEPTED.**

**4.6 Check List of Commercial Terms of NIT and certificates/documents submitted:**

Bidders are essentially required to complete and submit a duly signed CHECKLIST in the format provided at Appendix “B”, along with their Techno-commercial Bid (PART-I).

The deviations, if any, with the NIT terms must be indicated clearly in the above Checklist. If the same are not indicated in the checklist, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries/confirmations made in the checklist must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in interpretation between the content of the offer and the check list, the entries/confirmation shown in the checklist shall supersede the contents of the bid and will be applicable and binding on the bidder.

**The bidder shall also enclose the list of documents/ certificates enclosed by them giving reference of the corresponding clause of the NIT for the compliance of which, such**

**documents are submitted.**

**4.7. The tenderer must sign with the seal on all the pages of their tender/offer documents, including all the enclosures submitted except the printed leaflets/ catalogues indicating the name of the manufacturer.**

Offers, erased and over-written may be liable for rejection unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the bidder's signature.

**5 (i) Price Format: The bidders are required to quote their LOWEST RATES.** The rate shall be quoted by the bidders from India on FOR Destination basis to Central **Stores Ekra/Jealgora or any other store of BCCL**. The offer should indicate rate per unit, discount if any, total price and delivery terms in the following format:

**5 (ii) Format for bid in Indian Rupee & in Foreign Currency: Enclosed as Annexure "C"**

**Safe arrival of materials up to destination shall be the responsibility of the supplier.**

NOTE : YOUR PRICE BID MUST BE SUBMITTED IN THE FORMAT (ANNEXURE "C") AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN PART-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN PART-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN PART-I. FAILURE TO COMPLY WITH THE ABOVE MAY RENDER THE OFFER LIABLE FOR REJECTION.

PLEASE SUBMIT YOUR OFFER GIVING THE REFERENCE OF TENDER ITEM SL. NO. PRICE MUST BE TYPED IN THE PRICE BID AS INDICATED ABOVE. HAND WRITTEN PRICE BIDS SHALL BE LIABLE FOR REJECTION. PLEASE CONFIRM IN PART-I ONLY, THAT TYPE WRITTEN PRICE BID HAS BEEN SUBMITTED.

**Conditional discounts shall not be taken in to account for the purpose of determination of ranking.**

**6. VALIDITY OF THE OFFER:** The validity of the offer should be for a period of 180 days from the date of tender opening.

**OFFERS TO BE SUBMITTED ON FIRM PRICE BASIS, (UNLESS SPECIFICALLY ASKED FOR)**

**7. Evaluation of Prices Quoted in INR:**

In case if a bidder does not specify the basis of prices quoted , in the Price Format given above or quotes on ex-works or FOR Dispatching station basis, the prices shall be loaded in the following manner:

- a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by BCCL/CIL.
- b) In case of FOR dispatching station offer, where the bidder does not indicate the exact amount of freight, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination:

APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE	% OF FOR DESPATCHING STATION PRICE
Above 2001 Km.	5%

1501 to 2000 Km	4%
1001 to 1500 Km.	3%
501 to 1000 Km.	2%
500 Km. And below	1%

7 (C) 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.

Sl.n	Description	Imported from USA, Canada and Japan	Imported from European and other countries.
1	Freight & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	1/2% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance charges, Inland transportation and other miscellaneous charges	5% of FOB value	5% of FOB value

7 (d) The Bidders from overseas countries shall quote the prices on FOB port of shipment basis **in any freely convertible currency**. The details in PART - I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in PART-I.

7 (e) To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the **Due Date of Tender** will be taken. The applicable rate will be "Selling BC Rate".

7 (f) Custom Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus lading charges etc.) will then be added on the CIF price, thus converted in to Indian currency.

## **8. Payment Terms:**

### **a) For indigenous supplies:-**

100% within 21 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.

Bidder should clearly indicate the quantum of Agency Commission included in the F.O.B Price. Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents:-

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.

(D) Commissioning certificate duly signed by the concerned project authority.

The agency commission shall be paid after complete execution of contract

**ANY OTHER PAYMENT TERMS MAY NOT BE ACCEPTED.**

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by BCCL and all charges in the seller's country shall be borne by the beneficiary.

PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.

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.

**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 by BCCL:-**

- a. Name of the Bank.
- b. Name of the Branch with complete address.
- c. Party's Account Style.
- d. Party's nature of Account.
- e. Party's Account Number.

**9. DELIVERY REQUIREMENT:** The Bidders are required to quote their best possible delivery period indicating the period of commencement and completion of delivery and the rate at which supplies shall be made ~~OR as per Annexure attached~~. Delivery shall be reckoned from 10<sup>th</sup> day from the date of order and date of receipt of material at our store shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

10. If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.

11. Unless otherwise specified in this NIT, the Purchase order, if placed, shall be subject to the General terms and conditions given separately as Appendix- "D"

**12. Penalty for Delay in Supply (L. D. Clause):** The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not

been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL it may be increased up to 15 %..

b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

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

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition.

e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.

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

**13. Force Majeure Conditions** - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, 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 authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession 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 delay arising out of Force majeure, the bidder will not claim the 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 cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

**14. PRICE FALL CLAUSE** - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any

customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

**15. COMPOSITE GUARANTEE / WARRANTY :- As given in annexure”A”**

The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

~~The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, 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, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

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.

**16. PERFORMANCE BANK GUARANTEE (PBG) ~~Applicable/Not applicable~~  
~~PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) 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.~~**

**OR**



~~As per Annexure attached.~~

**17. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D**

However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.

**18. EARNEST MONEY DEPOSIT:** The value of Earnest money to be deposited by the tenderer shall be @2% of the value of the estimated cost of tendered for or Rs. 10,00,000/- (Ten Lakh), which ever is lower. EMD shall be in the form of Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad and MUST accompany the quotation, i.e., the PART-I of the bid. For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

**For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.**

**In the present case, EMD amount shall be Rs. 6,50,000.00 (Rs Six Lakh and Fifty Thousand only)**

**Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.**

The foreign Remittances directly in the A/c of Bharat Coking Coal Limited, Bank Account No. 10976597794 of State Bank of India, Dhanbad Branch, Bank More, Dhanbad-826001 (Jharkhand State) (Branch Code 00066) having the SWIFT facility bearing SWIFT Code – SBININBB388 are also acceptable towards Earnest Money Deposit subject to submission of documentary evidence for such Foreign Remittances along with the offer i.e. the PART-I of the Bid. Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

**19. SECURITY DEPOSIT:** The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank 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 the successful tenderer fails 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 . **For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. . For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.**

**For procurement value less than Rs. 1, 00,000.00 (Rs. One Lakh only), EMD/Security Deposit shall not be required.**

## **20. EXEMPTION FROM EMD/SECURITY DEPOSIT:**

Submission of EMD and Security Deposit is exempted in case of the following firms:-

20(i) Any Central/ State Government Organization / PSU

20(ii) Firms having valid registration with NSIC / DGS&D / Ancillary units of BCCL for tendered items (tendered items means any of the tendered item) shall also be exempted from submission of EMD/ Security Deposit against submission of valid registration certificate. Copies of DGS&D/NSIC Registration submitted by the bidders should be duly attested by Notary Public.

**20(iii) For procurement of items of proprietary nature from overseas OEM/OES/OPM and their authorized agents/distributors/dealer in India are exempted from deposit of Earnest Money and Security Deposit.**

## **21. Taxes and Duties:**

**a). Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer, which shall be certified by the auditor of the supplier.**

b) The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.

c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.

**d) Rate of Excise Duty** - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

**e) Sales Tax** : The legally applicable rate of Sales Tax should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid(PART-II).

**NOTE: Set-off being extended to BCCL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.**

**22. BANNED OR DELISTED SUPPLIERS:** The bidders would give a declaration that they have not been banned or de-listed by any government or quasi-government or PSU's. If a bidder has been banned by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

## **23. Inspection and Tests:**

i)The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall

notify the supplier in writing of the identity of any representative retained for these purposes.

ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

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

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

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

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

viii) The material shall also be subject to pre dispatch inspection as per details indicated in Appendix iii

24. Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.

#### **B. SPECIAL CONDITIONS:**

**25(1) Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.**

**26.** In case of offer for imported items on FOR Destination basis a certificate along with their offer of their Auditor certifying that they have paid Custom Duty as per prevailing Custom rates and refund if any shall be passed on to the buyer.

**27.** The bidders are requested to please note the following while submitting their offers;

**“OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS (PART-I) ARE OPENED”**

BCCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

#### **28. Distribution of Order:**

BCCL reserves the right to distribute the total required quantity between the L-1 (Lowest Tenderer) and L-2 (next Higher tenderer) in the ratio of 60:40 subject to L-2 Bidder matching the price of L-1 Bidder on the Landed Price (FOR Destination) inclusive of all taxes and duties. In case the higher bidder (L-2) turns out to be an overseas bidder quoting the price on FOB Basis, the bidder shall be asked to match the price by proportionately working out the FOB price on the basis of their landed price calculated for evaluation, as on the date of price bid opening.

**29. Foreign principals involving Indian agents should submit the following:**

- Foreign Principal's pro forma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the principal and agent and their mutual interest may be indicated.
- Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- In case the items to be ordered fall under the restricted list of current export import policy of Govt. of India, the enlistment of the Indian Agent with Director General of Supplies & Disposal, New Delhi under compulsory Registration Scheme of Ministry of Finance should be provided.

**30. LOCATION OF BCCL AREAS/CONSIGNEE PARTICULARS:**

<b>CONSIGNEE PARTICULAR</b>	
1. Depot Officer, Ekra Central Store, BCCL Ekra, P.O.Bansjora, Dist. Dhanbad (Jharkhand), Phone No. 0326-2230350 or	
2. Depot Officer, Jealgora Central Store, BCCL Dist. Dhanbad (Jharkhand), Phone No. 0326-2382536 or	
3. Depot Officer, any other Regional Stores of BCCL located in and around maximum 45 Km from Dhanbad.	

31. Right to Information Act: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.

32. The self attested copies of documents like valid DGMS approval, BIS License, DGS&D/ NSIC registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. should be necessarily attested by the notary public.

**IMPORTANT NOTES:-**

1. 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.
2. The tenderers are requested to go through all the Annexure and Appendix and furnish specific replies to each question raised therein.
3. 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, quantity, technical specification and terms & conditions as per tender documents along with all supporting documents failing which offer may not be considered.
4. Normally no deviation is acceptable to our tender documents. Terms and offers, which are in deviation, are liable for rejection without back reference to the tenderers. Offers as asked should be submitted complete in all respect.
5. The complete should be typed in the letterhead of the tenderer (Hand written quotation will be summarily rejected). If firm's letterheads 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 authorized signatory.
6. All pages of the tender documents should be signed including all enclosures submitted with the tenders except printed leaflets / catalogues and have company's seal otherwise offer may be rejected.
  7. Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer's signature.
  8. BCCL reserves the right to increase or decrease the tender quantity against any/ all the items of the tender.
  9. 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.
  10. Bidders are required to complete and submit the checklist of Commercial terms of NIT. The deviation, if any, with the NIT terms must be indicated clearly in the checklist. If the same are not indicated in the checklist, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries / confirmations made in the checklist must correctly reflect details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the checklist, the entries/ confirmations shown in the checklist will be applicable and binding on the bidder.

**11. Bidder must provide in Part I-**

- a. Name and address of the original manufacturer along with full details of the contact persons, Telephone No, Fax No., and E-Mail address etc.
- b. Details of collaborations if any.
- c. Details regarding location of the works. The Purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre dispatch inspection in stages of manufacturing process should be indicated, if buyer wishes to do so.
- d. A statement certifying that the bidder accepts all commercial terms and conditions of BCCL given in this bid document without reservation what so ever.
- e. HOWEVER, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE LAST 05 CALENDER YEARS FROM BCCL OR OTHER CIL SUBSIDIARIES OR ANY OTHER GOVT.DEPTT / UNDERTAKING.

**Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from Coal India Ltd, the Government or any statutory bodies from time to time.**

**Encl:** Annexure- I - Proven ness criteria for the NIT item other than equipment.

Annexure -A-Technical specification & Schedule of requirement.

Annexure-B - Checklist for Commercial Terms and List of Enclosures to offer.

Annexure-C - Format of price bid.

Annexure-D- General Terms and Conditions.

Annexure-E- Integrity Pact.

~~Appendix -I - Format of Performance Bank Guarantee~~

Appendix -II - Format of Bank Guarantee for Security Deposit.

~~Appendix -III - Pre dispatch inspection clause~~

**For and on behalf of BCCL.**

## **ANNEXURE – I**

### **PROVEN-NESS CRITERIA FOR ITEMS OTHER THAN EQUIPMENT**

**TENDERERS WHO FULFILL THE FOLLOWING CRITERIA OF PROVEN-NESS WILL BE CONSIDERED AS ‘ PROVEN FIRM’:-**

“Proven means those Manufacturers who have valid DGMS approval for the tendered item on the date of tender opening or Firms exclusively authorized by them. DGMS approval for Field trial will not be considered.”

For and on behalf of Bharat Coking Coal Ltd.

## **ANNEXURE-“A”**

### **TECHNICAL DETAILS & OTHER TERMS**

**Procurement of Light Weight Intrinsically Safe cum Weatherproof & Portable Miner’s Cap Lamp Complete with LED Light Source & Li-Ion Battery:- 10,000.00(Ten Thousand nos).  
Technical Specifications;-(For Light Weight Intrinsically Safe cum Weatherproof & Portable Miner’s Cap Lamp Complete with LED Light Source & Li-Ion Battery.)**

**1.It should be BIS certified and DGMS approved type for use in underground coal mines.**

**2. It should be portable light weight (total weight with battery not more than 700 grms) and light source should fit for clipping to safety helmet.**

**3.It should have uniform illumination of not less than 1500 Lux throughout the operation till 10 Hrs after switch ON.**

**4. The cap lamp should be compatible for charging with the existing charging rack of Oldham/MSA make in BCCL.**

**5. If any modification in the existing charging rack required, it has to be done by the supplier at their own cost.**

**6. Guarantee/Warranty – (a) For Battery :- Minimum two years for Li-Ion Battery from date of commissioning and (b) For other parts:- minimum 12 months from date of commissioning or 18 months from date**

**of supply.**

**7. The supplier must ensure prompt after sales and service which will be the essence of the tender. The supplier has to undertake training program for the technicians of BCCL for the maintenance of the cap lamps. Supplier should furnish the address of their local office with names of their technical persons.**

**8. Qualifying Criteria: Only DGMS approved firms will qualify. DGMS approval for field trial will not be considered.**

**9. Each cap lamp battery must be legibly marked with the following:**

- a) Name of manufacturer**
- b) Model & Serial number**
- c) Month & year of manufacturing**
- d) DGMS approval number**

(A) Management reserves the right to increase or decrease the Quantity against any/all the items of the tender.

**(B) VENUE OF TENDER OPENING:--OFFICE OF CGM(MM), KOYLA BHAWAN, BCCL, DHANBAD.**

(C) In case, if the opening date of tender falls on Holiday or on Saturday, the tender shall be opened at 3.30 P.M. on immediate next working day.

**ANNEXURE- "B"**

**A. FORMAT OF CHECK LIST FOR DEVIATION FROM COMMERCIAL TERMS &**

## CONDITIONS OF NIT

NIT CLAUSE	CLAUSE HEADING	DEVIATION FROM NIT TERM

*Note: Deviations, if any must be indicated in the above Check-List. If the same is not indicated in the Check-List, it will be presumed that the relevant clause has been accepted as per NIT in toto and the same shall be binding on the bidder.*

## SEAL & SIGNATURE OF THE BIDDER

### B. List of Certificates/ Documents enclosed in the offer:

1. Certificates/ documents required as per the eligibility criteria (if applicable).
2. Complete Set of Notary Attested Documents required for claiming the exemption from submission of <b>EMD/ Security Deposit</b> as per clause 18 & 19.(IF claimed)
3. Certificate that the <b>Typed</b> price-bid has been submitted in the prescribed format (Clause 5 ii)
4. A certificate to the effect that the firm has <b>not been banned or de-listed</b> , as per clause 21 of NIT.
<b>5. Certificate as per clause 4.2</b> for bidders downloading the tender documents from Website of BCCL.
6. <b>Any other document/ certificate</b> required as per the NIT terms, may also be listed and enclosed.

## SEAL & SIGNATURE OF THE BIDDER

**N.B.:** Bidders must note that the above certificates are being signed by them with total responsibility of the consequences. In case if it is found at a later that a wrong certification was given, BCCL may take suitable penal action as may be deemed fit.

## COMMERCIAL STATEMENT CHECKLIST

Tender no -  
Opening Date -  
Name of the Firm-



Offer no.-

Please confirm the followings:

Q. No	List of questions	Indicate in Yes / No below
1	Are you a Manufacturer?	
2	Are you a exclusively authorized marketing outlet of a manufacturer?	
3	If the reply against (2) above is yes, than have you indicated the name & full address of the Principal.	
4	In case of (2) above whether the Principals exclusive Authorisation to quote against this tender is enclosed with the offer	
5	Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated at clause 4.2 <b>(This is applicable in case of those bidders who have downloaded the tender papers through BCCL's website.)</b>	
6	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III.	
7	Have you enclosed in Part-I a blank format of price bid (Price format as per Annexure-C), as quoted by you (WITHOUT PRICE) <b>along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.</b>	
8.(a)	Have you quoted FOR Destination Price OR FOB Ex-Port with break up as per NIT?	
8(b)	In case of imported items, will you submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any has been passed on to buyer ?(Clause 25)	
8(c)	Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer?	
9	Have you quoted firm price?	
10.	Is your offer valid for 180 days from the date of opening of tender?	
11	Have you specified firm delivery period?	
12	Have you accepted Liquidated Damages & Force majeure clause?	
13	Have you accepted Payment terms?	
14	Have you accepted Inspection terms?	
15	Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?	
16	Have you accepted to submit Performance Bank Guarantee (if applicable)? <b>Refer clause 16 of NIT</b>	
17	Have you accepted to deposit Security money or enclosed any documents for exemption towards submission of Security Deposit?	



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**(ii). Format for Overseas suppliers, in Foreign Currency:**

NIT SL. NO.	Part No.	Description	Qty	Basic Ex- works unit Price	Inland Freight	FOB Charges	FOB Unit Price.
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**ANNEXURE- “D”**

**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 Bharat Coking Coal Limited, Koyla Bhawan (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 Limited 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 State Sales Tax or Central Sales Tax. 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 initialed 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 labeled 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 upto 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

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 an 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 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 delivery 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 can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

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

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he 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 can not 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**

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 Limited 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 words 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. Inspection 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 affected 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 causes 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”.

**For and on behalf of BCCL**

## **ANNEXURE-“E”**

### **INTEGRITY PACT**

Between

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

And

.....hereinafter referred to as “The Bidder/Contractor”

#### **1. 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 Organisation “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:-

1. 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.
2. 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.

3. 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 from 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**

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 (JHARKHAND).
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 : .....

**NAME OF THE INDEPENT MONITOR:**

Independent External Monitor for this tender	Shri D. Bandopadhyay, (Retd, IAS), GD-89, Sector-III, Salt lake, Kolkata-700016.
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## APPENDIX-I

### FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers \_\_\_\_\_ 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 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, \_\_\_\_\_ 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~~

## **APPENDIX-II**

### **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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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 ..... Bank Limited 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.

Dated .....day of .....  
For ..... Bank Limited.

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 @ 0.30% of total consignment billing (plus statutory levies like service tax etc on inspection fee) is to be paid to M/s. CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BGCL together with consignment billing.~~

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

~~The ultimate responsibility for supply of correct materials as per requirement of relevant~~

~~specification lies solely with the manufacturer inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.~~

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

~~Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as per clause 7 & 8 above.~~

~~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**