



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
Office of the General Manager (Excvt),
Excavation Deptt., HQ
Koyla Bhawan, Koyla Nagar
Distt. Dhanbad
PIN : 826 005
Web site : <http://bccl.gov.in>

TENDER NOTICE

Ref. No. BCCL/GM (Excvt)/I-42/MOU/Sp. Diesel/14-15/1349

Date : 26.11.2014

Sealed tender in two bids (techno-commercial & price) are invited from experienced and eligible firms for the following job.

Sl	Name of work	Estimated Cost (Rs)	Earnest money (Rs)	Cost of tender Paper (Rs)
1	HIRING OF PROFESSIONAL AGENCY/FIRM FOR CARRYING OUT "BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST PROJECT, KATRAS AREA , BCCL"	585946.00	5860.00	250.00

Issue of tender documents: – Begins on :- 04.12.2014

Closes on :- 19.12.2014 up to 12.00 Noon

Due date & time for submission of tender :- 19.12.2014 up to 1.00PM

Due date & time for opening of tender :- 19.12.2014 at 03.00PM.

Eligibility Criteria:

(a) Agency/Firms should be any of the following: -

- i) Govt. of India Organisation/Enterprise.
- ii) Registered with the Govt. of India to carry out such studies.
- iii) Firms authorized / approved by Govt. agencies like BEE, PCRA, etc.

Proof for the same shall be submitted.

- (b) The agency during last five years as on date of opening of tender should have received any work order / conducted study of specific diesel consumption of at least one opencast mine having similar machines as in AKWM OCP and having a minimum annual composite production of 2 MCuM. A certificate to this effect shall be submitted.
- 2) The tender documents can be obtained from the office of the **G.M. (Excvt), Excavation Deptt., Koyla Bhawan, P.O. Koyla Nagar, Dhanbad 826005 from 04.12.201 to 19.12.2014 up to 12 Noon** on deposition of requisite cost of tender paper in form of Bank Draft of Nationalized / scheduled Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad. **The same can also be downloaded from our website <http://bccl.gov.in>**
 - 3) Completed sealed tender documents in one envelope containing four/five envelopes as per tender document super-scribing on the envelope the NIT no. with due date should be submitted at the same time.
 - 4) BCCL shall not be responsible for any delays in postal transit.
 - 5) BCCL reserves its right to allow Public Enterprises /consultant firm's preference facility as admissible under prevailing policy.
 - 6) Bidder should give their acceptance to all our terms & condition as per the NIT.
 - 7) BCCL will not be liable to supply any facility like vehicle, accommodation, contingency expenses etc. for conducting the study.

The tender will be received on 19.12.2014 up to **1.00PM** in the office of **G.M. (Excvt), Excavation Deptt., Koyla Bhawan, P.O. Koyla Nagar, Dhanbad 826005** and will be opened at **3.00PM** on the same day in presence of the intending tenderers or their authorized representative. Only part-I will be opened on 19.12.14 at **3.00PM**.

**General Manager (Excvt)/SPMC,
Koyla Bhawan, BCCL HQ.**

Copy to:-

- 1) D (P)/D (T) OP/D (F)/ D (T) P&P, BCCL for kind information.
- 2) Prof. (Dr.) L. C. Singhi, IAS (Retd.), L-31, IIIrd floor, Kailash Colony, New Delhi-110048.
- 3) CVO, BCCL for kind information.
- 4) CGMs/GMs of all Areas of BCCL
- 5) GM (P&P), Koyla Bhawan.
- 6) GM (Finance) OSD, Koyla Bhawan.
- 7) GM (Systems) - with a request to display this NIT in NIC Portal i.e. <http://tenders.gov.in> on or before 04.12.14.
- 8) Inspector I/c, CISF, Koyla Bhawan.
- 9) PRO, BCCL – with 05 copies for wide publication of the following abridged NIT in News Paper as per BCCL norms on or before 04.12.14 as per BCCL norms on or before.
- 10) General Manager (Excvt)/HOD, BCCL
- 11) GM (Admn), BCCL, Koyla Bhawan
- 12) Chief Manager (Fin) (P&P), Koyla Bhawan
- 13) Notice Board, Koyla Bhawan
- 14) Office Copy, Master File



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DETAIL TENDER NOTICE

Under jurisdiction of Dhanbad Court only.

TENDER NO – BCCL/GM (ExcV)/I-42/MOU/Sp. Diesel/14-15/1349

Date 26.11.2014

DUE DATE & TIME FOR SUBMISSION - 19.12.2014 up to 1.00P.M.

DUE DATE & TIME FOR OPENING - 19.12.2014 at 3.00 P.M.

COST OF TENDER DOCUMENT – RS. 250.00

REQUIRED AMOUNT OF EARNEST MONEY – RS. 5860.00

TENDER ENQUIRY

Document issued to:	If this Tender Document has been downloaded from our website Part-III envelope (Clause 5 (c) bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer.
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Dear Sir,

**Sub: - HIRING OF PROFESSIONAL AGENCY/FIRM FOR CARRYING OUT
“BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST
PROJECT, KATRAS AREA, BCCL.”**

1. Sealed tender in two parts namely Techno-Commercial Bid (Part-I) & Price Bid (Part-II) with the name of work super-scribed “**BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST PROJECT, KATRAS AREA, BCCL**” are invited from bonafide and experienced consultants/firms and will be received at the office of the G.M. (ExcV), Excavation Deptt., Koyla Bhawan, P.O. Koyla Nagar, Dhanbad 826005 up to 1.00 P.M. on 19.12.2014. All tenders will be opened at 3.00 P.M. on 19.12.2014 in presence of the attending tenderers or their authorized representative.

Preliminary information about AKWM OCP

- i) Name and location of the mine – AKWM opencast project, Katras Area.
- ii) Type of ore excavated – Coal
- iii) Annual production – Composite production (Coal+OB) - 6.7 MCuM (approx.) during 2013-14
- iv) Annual fuel consumption – 6361 KL approx. (during 2013-14)
- v) Details of major HEMM (as on 1.11.14)

Name of HEMM	Capacity	Population
Dumper	60 T	40
Dumper / Tipper	35 T	40
Hyd Shovel	3/4/5 CuM	11
Dozer	320/410 HP	15
Drill	160 mm	11

The study will include other auxiliary machines like Grader, Loader, Crane, Tyre Handler etc. and light vehicles which are available in the project at the time of study.

2. Availability of tender documents - Tender documents including terms & conditions of work shall be available on payment from Office of the General Manager, (Excvt), Level IV, Koyla Bhawan, Koyla Nagar, BCCL Dhanbad, from 04.12.2014 to 19.12.2014 (up to 12 Noon).

The money may be deposited either in cash with Chief Cashier, BCCL HQ Dhanbad from 10.30 AM to 2.30 PM on week days and 10.30 AM to 12 Noon on Saturdays, except on Holidays and Sundays, or by Bank Demand Draft drawn in favour of “Bharat Coking Coal Limited.”, payable at State Bank of India, BCCL Township Branch, Dhanbad and should be enclosed in a separate envelope.

OR

The tender document can be downloaded directly either from BCCL website of <http://www.bccl.gov.in>, or from Govt. Website <http://tenders.gov.in>

The cost of tender Document of Rs.250/- must be deposited in the form of Bank Draft drawn on any scheduled Bank in favour of “Bharat Coking Coal Ltd.”, payable at its Branch at Dhanbad during submission of tender document in a separate envelope.

For details please refer BCCL website of <http://www.bccl.gov.in> & <http://tenders.gov.in>

3. **Deposition of tenders** - Tenders may be deposited in person by the tenderer at the office of G.M. (Excvt), Excavation Deptt., Koyla Bhawan, P.O. Koyla Nagar, Dhanbad 826005 in the tender box or sent by post or courier to the above address. Bharat Coking Coal Limited, however, will not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date and time of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

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

4. Tender documents/forms purchased by one firm are not transferable to another firm.
- 5 (a). Tenders should be submitted as per details given in the tender document including job details & specifications and may be obtained from the office on payment of Rs.250/- (Rupees Two Hundred and Fifty only) in form of bank draft of scheduled Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad for each set. No refund will be made.
- 5(b). Tenders shall be submitted in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of terms and conditions of the tender, technical bid and credentials.
Part-II shall consist of price bid as per scope of work (Enclosed at Annexure-A).
- 5(c). “Part – III” [Applicable for those tenderers who will download tender documents from our web site.]

In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any scheduled Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the

“Part – III ” envelope. The envelope shall be sealed, super-scribed with tender number and due date of opening and must be marked “Part-III”. The tenderer who does not submit the tender fee, their offer shall summarily be rejected.

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

All the sealed envelopes i.e. “Part – I ” [Techno-commercial bid] , “Part- II ” [Price bid] and “Part – III ” [Requisite tender fee as indicated in the tender notice] should be kept in a bigger envelope giving details of the tender number and due date and time of submission and opening along with the name and address of the bidder.

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

The Earnest Money Deposit is to be put into separate sealed envelope super-scribed as such.

The Integrity Pact (Format as per Annex.B), as explained in commercial terms and conditions, duly signed and accepted is to be put in a separate sealed envelope.

Thereafter all the four envelopes (five in case tender document downloaded from our website) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the price bid or Part-II of the tenders shall be communicated in due course after consideration of technical bid or Part-I.

6. **Earnest money** (EMD) of Rs.5860.00 should be deposited by the Tenderers in the form of Accounts Payee Demand Draft on scheduled Bank in favour of Bharat Coking Coal Limited Payable at Dhanbad. No tender shall be considered unless accompanied by the said earnest money deposit. However, State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered job), firm may be considered for exemption from submission of EMD, if they submit these documents duly signed by Notary Public and self-attested with seal of the Company / Firm.
7. **Security money** – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any scheduled Bank of 5% value of the order including the earnest money already deposited (value means total work order value including all charges) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security money will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of work against the order). For unsatisfactory performance and/or contractual failure the security money shall be forfeited. However, State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered job), firm may be considered for exemption from submission of Security money, if they submit these documents duly signed by Notary Public and self-attested with seal of the Company / Firm.
8. If desired by us, the successful tenderers shall have to sign an agreement in proper departmental form for the due fulfilment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.
9. The tender’s attention is invited to the requirements of experience/competency and conditions of contract.
10. Every tenderer is expected, before quoting his rates, to visit the opencast project. Study is to be carried out as per “Scope of Work” mentioned in Annexure-A.

11. Corrections where unavoidable, shall be made by crossing out and re-writing must be attested with full signature and date by the tenderers. Erasing or over writing in the tender documents may disqualify the tender. Every page of the tender documents shall be signed by the tenderers
12. The work should be completed as per schedule given in commercial terms clause no. 3.2 (iv).
13. Bharat Coking Coal Limited reserves the right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work among the tenderers.
14. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders of contractors who resort to canvassing will be liable to rejection.
15. If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualification, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the firm and to take any other action as may be deemed fit.
16. An intending tenderer, after obtaining tender documents on payment of Tender Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.
17. The tender shall remain valid for a period of 180 days (One hundred eighty days) from the date of opening of the tender.
18. The tenderers shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.
19. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever
20. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
21. This detailed Tender Notice shall be deemed to be part of the Contract Agreement / Work Order.
22. No subletting of work as a whole by the firm is permissible. Subletting of part of the study is permissible with the prior approval of the department.
23. In case, the firm enters into any litigation, such action should have to be taken in a court of law within the jurisdiction over the place where the subject work is to be executed.
24. BCCL will not be liable to supply any facility like vehicle, accommodation, contingency expenses etc. for conducting the study.
25. **The tenderer must submit a declaration that they have not been Banned or Delisted by any PSU/Govt. Organisation for business dealings with them.**
26. **Validity period of Rates Quoted /Tender** - The rates offered in Part-II should be valid for six Calendar months from the date of opening of Part-I of the tender.

Eligibility criteria:-

(b) Agency/Firms should be any of the following: -

- iv) **Govt. of India Organisation**
- v) **Registered with the Govt. of India to carry out such studies.**
- vi) **Firms authorized / approved by Govt. agencies like BEE, PCRA, etc.**

Proof for the same shall be submitted.

(b) The agency during last five years as on date of opening of tender should have conducted study / received work order of specific diesel consumption or similar work in at least one opencast mine having similar machines as in AKWM OCP and having a minimum annual composite production of 2 MCuM. The certificate to this is effect shall be submitted.

The Similar works means a study by the firm regarding consumption of diesel or specific consumption of diesel or related work with Coal India Ltd. Or its Subsidiary Company or any other Government Organizations, Semi-Govt. Organizations and Institutes, or in Private sector firms during last five years from the date of opening of tender.

The intending tenderer must submit documentary evidence in support of Experience duly signed by him/them. For substantiating Past Experience, the bidders should submit the work orders, certificate of works already completed and TDS certificates.

COMMERCIAL TERMS & CONDITIONS

Tender should strictly comply with the following instructions:

1. The tenderer is required to submit their bid in one sealed envelope duly super-scribed “**BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST PROJECT, KATRAS AREA, BCCL**” containing four/five separate LAC / PVC SEALED COVERS prominently super-scribed as: -
 - (i) PART-I TECHNO-COMMERCIAL BID,
 - (ii) PART-II PRICE BID,
 - (iii) EARNEST MONEY,
 - (iv) INTEGRITY PACT duly filled-in, stamped, signed & accepted
 - (v) TENDER FEE, if the tender documents are downloaded from our website.

All the four/five envelopes are to be kept in a bigger envelope on which the tender number and due date of opening should be indicated and super-scribed as “BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST PROJECT, KATRAS AREA, BCCL”

2. INTEGRITY PACT:

BCCL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY BCCL AUTHORITIES AND A MAY BE DOWNLOADED BY THE TENDERER / ATTACHED FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A

SEPARATE SEALED ENVELOPE SUPERSCRIBING "INTEGRITY PACT AGAINST TENDER NO. DUE ON _____.

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

NAME OF INDEPENDENT EXTERNAL MONITOR (IEM) IS MENTIONED AS UNDER: -

**Prof. (Dr.) L .C. Singhi, IAS (Retd.)
L-31, IIIrd Floor, Kailash Colony, New Delhi-110048.**

3. TECHNO COMMERCIAL BID

3.1) TECHNICAL: - The technical bid should consist of full details of the firm, receipt of work order for study of similar types, testimonials and documentary evidence in support of satisfactory study and any other relevant information,

As proof of a regular study, the tenderers must submit the work order copies for the QUOTED jobs and completion report if any. In case of copies of orders of CIL or its subsidiaries the rates and quantity should not be erased.

3.2) COMMERCIAL: The commercial bid should consist of ownership status Viz. Company, partnership, Govt. Undertakings etc.

i) Price: - The rates quoted in price bid should be "FIRM" with no escalation clause whatsoever during the tenure of the contract.

Those tenderers who still insist for a price variation clause in their bid, linked to the prices announced by the Govt. Bodies/PSUs only, they must indicate the logic of price variation and ceiling of variation. In such a case their quoted price shall be loaded with ceiling of price variation, for comparison purposes, to determine their rank in the price.

ii) Financial data: - The firm must submit PAN No., TIN No. and Service Tax registration.

All the testimonials and above information should be submitted duly authenticated with stamp. All the papers of the tender documents must be serially numbered and attested.

iii) Validity of Quotation: - To be minimum 180 days from the date of opening of tender.

iv) Completion period of the job: - The study shall have to be completed within **120 days** from the date of issue of work order.

v) Payment Terms:

The payment terms would be as follows:

- Payment will be made by "e-payment".
- No Advance payment will be made
- 40 % within 30 days after submission of Draft Report
- 60 % on acceptance of final report.
- Rate quoted by the bidder must be inclusive of all expenses and taxes.
- Paying authority will be General Manager(Fin), BCCL, Koyla Bhawan, Dhanbad
- The tenderer must submit the Bank Details as per enclosed format.

The Company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reasons whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

4. PRICE BID (IN SEPERATE SEALED COVER)

It will consist of prices with breakup such as cost of manpower, number of days, taxes etc.

5. PENALTY. In the event of failure to carry out the study / ordered work within the stipulated period, BCCL reserves the right at its own option to apply the penalty process as stated below:

"To recover from you a sum not exceeding 0.5% (Half percent) of the value of the work order for a delay per week or part thereof subject to a maximum of 5%. This may be increased up to 15% at discretion of management of BCCL."

6. PRICE FALL CLAUSE:

i) Price charged for the study as this tender/ work order shall in no case exceed the lowest price at which the firm carries out or offers similar study to any other customer during the tenure of the order / contract.

ii) In any case if the firm reduces the price or offered lower rate for same item to other customer that should be immediately intimated to us to enable us to amend the rate of order.

7. NEGOTIATION: As per CVC circular.

General Manager (Excv)

Excavation Deptt., Koyla Bhawan, BCCL

ANNEXURE-A

Scope of Work : “BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OPENCAST PROJECT, KATRAS AREA” is for execution of following work :-

(A) Mine topography

- 1-Gradient and length of haul roads.
- 2-Condition of coal and OB faces.
- 3-Distance of mine from the workshop.
- 4-Travel distance of Dumpers and Dozers from the parking area.
- 5-Total annual coal, OB and composite production of the mine during last 8 years.
- 6-Active mining area
- 7-Working depth of the coal mine.
- 8-The capacity of AKWM OCP for the year 2014-15 is 7.86 MCuM.

(B) Equipment configuration

- 1-Total number of Diesel powered HEMM and other auxiliary equipment in the project
- 2-Engine horse power of each equipment.
- 3-Capacity of each equipment.
- 4-Rated consumption of diesel of each model of equipment as per OEM.
- 5-Actual consumption of diesel of each model of equipment.
- 6-Total annual diesel consumption of the mine during last 8 years
- 7-Annual working hours of each equipment for last 8 years.

(C) Methodology

1. Analysis of actual diesel saving potentiality head-wise based on the field study conducted in the mine. The heads for different equipment would be as under: -

(a) Dumper

- i) Due to average speed of dumper below normative speed.
- ii) Due to idle running of dumpers at coal & OB faces.
- iii) Due to diesel leakage
- iv) Due to un-necessary movement of dumpers
- v) Other areas like low/ high tyre pressure, improper diesel filling practices, un-necessary idling of dumpers before start of shift / diesel filling station/coal-OB face etc.

(b) Dozer

- i) Due to diesel leakage
- ii) Due to idle running of dozer
- iii) Due to improper operation
- iv) Due to excessive movement

(c) Shovel

- i) Due to leakage/spillage of diesel
- ii) Due to idle running of shovel at face.
- iii) Due to improper operation/handling/movement

(d) Drill

- i) Due to leakage/spillage of diesel.
- ii) Due to improper handling/movement
- iii) Due to idling

(e) Other auxiliary machines and LMVs

- i) Due to diesel leakage/spillage

- ii) Due to improper operation
- iii) Due to Other areas like low/ high tyre pressure, improper diesel filling practices, unnecessary idling of dumpers before start of shift / diesel filling station/coal-OB face etc

2. Collection of data on diesel consumption, production etc. for the last 8 years and calculation for actual specific diesel consumption.
3. Identification of potential diesel saving areas and their quantification and calculation for specific diesel consumption during 2014-15 on achieving the potential diesel savings.
4. Trend line analysis of SDC based on the specific diesel consumption data of the project for the last 8 years.
5. Estimation of specific diesel consumption for 2015-16 using extrapolation technique.
6. Basis of above analysis will also be required to be justified & elaborated in the report

(D) **Presentation / Submission of Report**

The firm will be required to submit a detailed report regarding methodology for determination to arrive at a realistic “**BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OCP.**”

The firm will be required to make presentation of methodology for “**BENCHMARKING OF SPECIFIC DIESEL CONSUMPTION IN AKWM OCP**” before the GENERAL MANAGER (Excv), BCCL.

GENERAL TERMS AND CONDITIONS

1 Definitions :

- i) **“Employer or Company”** means the COAL INDIA LIMITED or any of its Subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) **Principal Employer** means the COAL INDIA LIMITED or any of its Subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word **"Agency/Tenderer/Firm/Contractor"** wherever occurs means the successful tender/tenderer who has /have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company of the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv) **"Accepting Authority"** shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the company.
- v) **“Engineer-In-Charge”** designated Officer-In-charge of appropriate authority.
- v) The **“Contract”** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any, scope of work, frozen terms and conditions / technical parameters / scope of work and revised offer, if any, specifications, drawings including those to be submitted during progress of work, schedule of quantities with rate and amounts.
- vi) A **“Day”** shall mean a day of 24 hours from midnight to midnight.
- vii) The **“work”** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer In charge become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- viii) In the case of turnkey contracts the total sum for which tender is accepted by the company.
- ix) **“Written notice”** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- x) **“The letter of Acceptance of Tender”** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xi) **“Department”** means the New Technology Department of BCCL represented by the appropriate authority.
- xi) **“Act of insolvency”** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xii) The words indicating the singular only also include the plural and vice – versa where the context so requires.
- xiii) **SUB CONTRACTING: If** a contractor submits its bid qualifies and does not get the contract because of his not being the lowest tenderer, he will not be permitted to work as sub-contractor for the contractor who is executing the contract.

2 **Contract Documents :**

The following documents shall constitute the contract documents:

- i) Notice inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement /Letters of acceptance of Tender /Work Order.
- iii) General Terms and Conditions of Contract/Commercial Terms and Conditions of Contract.
- iv) Additional terms and Conditions of Contract, if any,
- iv) Scope of work
- vi) Frozen terms and conditions/technical parameters/scope of work and revised offer, if any
- vii) Work programme.

N.B.: Deviations: Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the scope of work prescribed for them. Any wilful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed scope of work may render the bid itself as non-responsive.

- 2.1-The Tenderer/bidder shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/ agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document. (Application fee)

All additional copies should be certified by the Engineer in Charge.

The tenderer shall keep copy of these documents on the place of work in a proper manner so that these are available for inspection at all reasonable times by the Engineer - In charge /his representative or any other officials authorized by the company for the purpose.

- 2.2 The contract document shall not be used by the bidder for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required for such documents.

The Price Bids of the tenderer will have no condition. The Price Bids which are incomplete and not submitted as per instructions given in the Tender Document will be rejected.

3 **Acceptance of Offer:**

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD/Bid bond.

4 **Banned or delisted Tendereres /Bidders :**

The bidders would give a declaration that they have not been banned or delisted by any Government or Quasi Government agencies or PSU's. If a bidder has been banned or delisted by any Government or Quasi Government agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

If any state / Central Government Organization/PSU and with valid DGS&D/ NSIC registered (for the tendered job) firm submit the copy attested by Notary Public on the date of opening of tender issued by Government authorities for according exemption towards submission of EMD , they may be considered for exemption from submission of EMD. Bidder who has got exemption from EMD need not to submit security deposit

5.0 Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay:

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order.

Immediately after the contract is executed/the work order is issued, the Engineer In charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a schedule for the said scope of work submitted by the tenderer at the time of executing contract showing the order in which work is proposed to be carried out within the time specified in the contract document / work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 5.1 If the tenderer, without reasonable cause or valid reasons commits default in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the tenderer to commence the work, to forfeit the Earnest Money deposited by him and to rescind the letter of acceptance of Tender/Work order.
- 5.2 If the tenderer fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work or extended date of completion, he/they shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) **@ half percent (1/2%)** of the contract price per week of delay. The aggregate of such compensation / compensations **shall not exceed 10% (Ten) percent of the total value** of the consultancy fee.
- 5.3 The Company, if satisfied, that the works can be completed by the tenderer within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the tenderer as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 5.4 The Company, if not satisfied that the works can be completed by the tenderer and in the event of failure of the agency to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 5.5 The company, if not satisfied with the progress of the contract and in the event of failure of the agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 5.6 In the event of such termination of the contract as described above, the company shall be entitled to recover L.D up to ten percent (10%) of the contract value and forfeit the security deposit made by the agency besides getting the work completed by other means at the risk and cost of the agency.
- 5.7 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any

compensation for delay.

OR

- (b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In charge shall be entitled, after giving the contractor 15 days notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the tenderer with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the, Engineer In charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

5.8 Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the tenderer shall intimate immediately in writing to the Engineer In Charge.

6. (a) Force Majeure: (i) Natural phenomena, including but not limited to abnormally bad weather, un-precedent flood and draught, earth -quakes and epidemics.

ii) Political upheavals, civil commotion, strikes, lockouts, acts of any Govt. (domestic /foreign) including but not limited to war properties, quarantine embargoes.

The successful bidder/tenderer 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 cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

- (b) Delay on the part of tenderer or tradesman engaged by the company not forming part of the contract, holding up further progress of work.
- (c) Any other causes which, at the sole discretion of the company, is beyond the control of the agency. The firm/agency shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the tenderer in writing by the company through the Engineer In-charge.
7. The opinion of the Engineer In charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer In-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension of time, the tenderer can not challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer In charge that the period of Extension granted by him is proper or necessary is not however final. If the tenderer feels that the period of Extension granted is inadequate he can appeal to the Director (T) / CMD of the company for consideration on the question whether the period of extension is or is not proper or necessary.

8. Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.
9. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Agency or the Department or of both. The

extension will have to be by party's agreement, express or implied.

In case the agency/bidder does not apply for grant of extension of time within 15 days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-In charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer In Charge is valid provided the agency/bidder accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The agency/bidder shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In charge.

10. Termination, suspension, cancellation and Foreclosure of contract :

The company shall, in addition to other remedial steps to be taken as provide in the conditions of contract be entitled to cancel the contract in full or in part, if the tenderer :

(a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In charge, then on the expiry of the period as specified in the notice.

or

b) Commits default/breach in complying with any of the terms and conditions of the contract and do not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In charge, then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.

or

c) Obtains a contract with the company as a result of ring tendering or other non- bonafide methods of competitive tendering.

or

d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company then on the expiry of the period as may be specified by the Engineer In-charge in a notice in writing.

or

f) Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer In charge. The Engineer In charge, may by giving a written notice, cancel the whole contract or portion of it in default.

11. The contract shall also stand terminated under any of the following circumstances:

a) If the tenderer being, an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the tenderer being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is

appointed by the court on the application by the debenture holders of the contractor's company, if any.

- c) If tenderer shall suffer an execution being levied on his/their goods, estates and allow It to be continued for a period of 21 (twenty-one) days.
- (d) On the death of the tenderer being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

12. On cancellation of the contract or on termination of the contract, the Engineer In charge shall have powers:

To determine the amount to be recovered from the bidder for completing remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any by the company after giving credit for the value of the work executed by the tenderer/bidder up to time of cancellation less on A/c payment made till date and value of contractor's materials, plant, equipments etc taken possession of after cancellation.

To recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss /damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor of the contract.

13. Suspension of work :

- a. The company shall have power to suspend the work or any part thereof and the Engineer In charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of work for reasons other than any default on part of the contractor or on ground of safety of the work.
- i. In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given in this respect by Engineer In charge and if such suspension exceed 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

- 9.4 The work shall throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this of work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided that the amount so forfeited shall not exceed 10 (Ten) percent of the contract value.

9.5 Foreclosure of contract. :

If at any time after acceptance of the tender the company decided to abandon for any reason whatsoever the company, through its Engineer in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable: -

- a) To pay reasonable amount assessed and certified by the Engineer In charge of the expenditure incurred. if any, by the contractor on preliminary works .

- 9.5.1 The tenderer/bidder shall, if required by the Engineer In charge, furnish to him books of accounts, papers,

relevant documents as may be necessary to enable Engineer In charge to assess the amounts payable.

10. **Completion certificate.**

The engineer-in-charge will be authorized to issue the completion certificate after satisfying the work as mentioned in the scope of work is completed in all respects.

11. **Additional Responsibilities of the Bidder(s)/tenderers :**

i) The cost on account of the "Additional Responsibilities of the Bidders/tenderers" under this clause is deemed to be included in the tendered rates.

The tenderer/bidder shall intimate the Engineer In charge in writing the names, qualifications, experience and full postal address of each and every technical person employed by him.

ii) The tenderer/bidder shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his their work.

iii). All Duties taxes and other levies, payable by the Bidders/tenderers under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads, etc as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct / withhold any amount towards taxes, levies, etc and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

a) The company or any agent or employees of the company against any action claim or proceedings relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specified directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor.

The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provision of payment of wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938. The workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance, Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F or any modification thereof or any other law relating thereto and rules made

there-under from time to time, as may be applicable to the contract which may arise out of or in consequence performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceeding arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property

belonging to any third party which may arise out of or in consequence or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

12. Settlement of Disputes:

13 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The Bidders/ tenderers should make request in writing to the Engineer-in-charge for settlement of such disputes / claims within 30 (thirty) days of arising of the cause of dispute / claim failing which no disputes / claims of the contractor shall be entertained by the company.

14. If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, **the redressal of the dispute may be sought in the Dhanbad Court of Law.**

FOR PAYMENT TO SUPPLIERS/ CONTRACTOR

IN TRIPLICATE

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

(To be submitted in triplicate)

1.	VENDOR/FIRM/CONTRACTOR/CUSTOMER'S NAME & ADDRESS (with Telephone No & Fax No)	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME	
	B. BRANCH NAME (Including RTGS CODE)	
	ADDRESS	
	TELEPHONE NO AND FAX NO.	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued on the bank) or 5- digit code No of SBI	
	D. ACCOUNT TYPE (S.B. Account/Current Account OR Cash Credit with code10/11/13	
	E. LEDGER NO/LEDGER FOLIO NO	
	F. ACCOUNT NUMBER(CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

3. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would act hold the user institution responsibility. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levelled by the bank of such e-transfer shall be borne by us.

Date: -

(.....)

Signature of the Customer/Vendor/
Firm/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)

Signature of the Authorized Officials from the
bank

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Bharat Coking Coal Limited acting through Shri, Designation of the officer, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid / contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

As mentioned in the Tender Document.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a county other than India with interest thereon at 2% higher than the LIBOR. If any outstanding

payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors as given in the Tender document).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case, BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact

at.....on.....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Bharat Coking Coal Limited

Witness

Witness

1.....

1.....

2.....

2.....