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( UNDER JURISDICTION OF NAGPUR COURT ONLY )

**WESTERN COALFIELDS LIMITED.**

( A Subsidiary of Coal India Limited, a Government of India Undertaking )

CIN No. U10100MH1975GOI018626

Materials Management Department,  
Western Coalfields Limited  
Coal Estate, Civil Lines  
Nagpur - 440 001 ( M. S )



Ph. PBX: 0712 - 2511381, 2524382,  
2511383 EXT 5588 or 5502  
Fax : 0712 - 2510284  
Website : <http://coalindiatenders.gov.in>  
[www.tenders.gov.in](http://www.tenders.gov.in)

REF: 12100130822997

DATED: 21.07.2022

**RATE-CONTRACT**

To

M/s THE NATIONAL SMALL INDUSTRIES CORPORATION LTD,  
New Secretariat Building,  
1<sup>st</sup> floor, East Wing,  
Opp. VCA Stadium, Civil Lines,  
NAGPUR - 440001

VENDOR CODE -416041  
Vendor Type - PSU(MSME)  
Email : [bonagpur@nsic.co.in](mailto:bonagpur@nsic.co.in)

**Sub: RATE CONTRACT FOR SUPPLY of Mining Timber Props to areas of Maharashtra for a period of 2 years**

Ref: - 1 Our e-tender no. WCL-hq-pur-ak-ra-e002-2022-23 with tender ID 2022\_WCL\_242949\_1 opened on 04.06.2022

2 Your offer/Bid Id no: 821221 dt. 19.05.2022 subsequent online correspondence

*With reference to the above, we are pleased to enter in to a Rate Contract with you for supply of Mining Timber (Props) to the AREAS of Western Coalfields Limited, situated in the States of Maharashtra on the Price, Terms and Conditions mentioned in Annexure "A" and also as per the General terms and conditions enclosed as Annexure "B"*

- 1. Rate Contract:** This is a Rate Contract where in prices are fixed. However, the quantity to be supplied during the currency of this rate contract is not fixed and will be on, as and when required basis however within the total offtake value
- 2. Validity Period:** This Rate Contract shall remain valid for a period of TWO YEARS from the date of issue (both days included).
- 3. Description of Stores and prices** As per enclosed Annexure "A"
- 4. FIRM Price:** The Prices of the items under this Rate Contract shall remain "FIRM" and in case of order, shall remain "FIRM" till complete execution of the order. The prices indicated in Annexure "A" are on F.O.R. Destination basis by Road transport upto consignee stores inclusive of packing, forwarding, freight and Transit insurance charges up to destination.
- 5. GOODS AND SERVICE TAX (GST):** GST shall be paid extra on the basic price as applicable on the date of supply. The present rate of GST is @ 18% which comprises of 9% CGST and 9% SGST.

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You shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.

You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from supplier

E-way Bill : In the event the delivery of goods by you is on FOR Destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill, as per GST rules

5. **Delivery:** Within two months from the date of issue of order and as per requirement of WCL. Hence, you are required to maintain sufficient stock to meet the requirement of DDOs. The delivery period shall be reckoned from 7<sup>th</sup> day of the order date.
6. **Security deposit:** Exempted being Government of India Undertaking.
7. **Payment terms:** 100% Payment within 21 days of receipt and acceptance of materials at site or submission of bills whichever is later.  
**Account Details for EFT as provided by you are as under:**
  - Name of Account Holder: THE NATIONAL SMALL INDUSTRIES CORPORATION LTD., NAGPUR.
  - Account Number: 0354008700009361
  - Address Of Branch: Punjab National Bank, Kingsway, Nagpur
  - Type of Account: Cash, Credit
  - IFSC: PUNB0035400
8. **Inspection:** Final inspection shall be made by the consignee at destination stores. If there is any defect found in the materials you will arrange the replacement of the same free of cost immediately.
9. **Consignee:** Depot Officer, Regional Stores, WCL of the respective area as per Annexure-C Enclosed.
10. **Paying Authority:** Area Finance Manager of the respective area as per Annexure-C Enclosed.
11. **Direct Demanding Officer:** General Manager (MM)HOD, WCL Hq, Nagpur or his Representatives of WCL Hq, Nagpur shall be the Direct Demanding Officers.
12. **Submission of Bills:** For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

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On M/s The NSIC Ltd- RC For mining Timber (Props)

- i). Pre-receipted and stamped Invoice (as per GST laws).
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). E way Bill (As per GST rules)
- v). Warranty / Guarantee certificate,
- vi). Manufacturers test certificate, if applicable. As per technical specification
- vii) Price certificate and price fall certificate
- viii). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract./ technical specification

13. **GUARANTEE FOR QUALITY** : You shall be fully responsible for the quality and quantity of the materials supplied. In case the items supplied are found to be defective and not to the specifications, you shall replace all such items free of cost immediately.

14. **Price Fall Clause** : You have to undertake that you have not supplied / are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by you to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.

15. **Price Certificate**: A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under:

*"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."*

16. **Risk Purchase Clause**:

In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.

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- iii. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

**17. Liquidated Damages:**

In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**18. Force Majeure Clause:** If the execution of contract / supply order is delayed beyond the stipulated period in the contract/supply order as a result of outbreak of hostilities declaration of an embargo of blockade, or fire, flood, act of nature, other contingency beyond the supplier's, control due to act of God then Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, 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 fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and

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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 WCL 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

19. **Monthly statement of Delivery:** You are advised to submit a statement in duplicate by the 5<sup>th</sup> of every month to this office showing the supply position of the stores in respect of the preceding month. The proforma is appended below :

| Supply order No. & Date | Name of the consignee Area | Quantity Ordered | Quantity Supplied | Quantity Balance | Remarks |
|-------------------------|----------------------------|------------------|-------------------|------------------|---------|
|                         |                            |                  |                   |                  |         |
|                         |                            |                  |                   |                  |         |

20. **Parallel Rate Contract:** WCL reserves the right to conclude parallel Rate Contract with other firms and the right to buy any quantity outside the contract in case of urgent demand arising out any time during the contract period.

21. **Short closure of Rate Contract:** Western Coalfields Limited reserves the right to short close the rate contract at any time. In case of any dispute, the decision of General Manager (MM), WCL (HQ) Nagpur shall be final and binding on you.

- 23 **Provisions of CIL Purchase Manual:** : Provisions of Coal India Purchase Manual along with its subsequent amendment and e-procurement guidelines shall be applicable to this Rate Contract. CIL Purchase Manual along with its latest amendments are available in the website <http://www.coalindia.in>.

- 24 **Arbitration:** Commercial dispute resolution mechanism between CPSEs, inter se and CPSE(s) and Government department(s)/organization(s) through Administrative Mechanism for Resolution of CMPSEs Disputes (AMRCD):

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/Port Trusts inter se and also between CPSEs and Government Department/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018."

- 25 **Integrity Pact:** Integrity Pact signed by you at the time of submission of this tender will continue to be applicable as per the terms indicated therein.

*[Handwritten signature]*  
21/07/2022

*[Handwritten signature]*  
21/7/22

The independent external monitors nominated for implementation of the the Integrity pact for this contract are:

1 Shri Anil Kaushal, ITS (Retd.), A-1/245,GF, Janakpuri, New Delhi – 110058

Mobile - +91 8800028118 WhatsApp No. +91 9868128118 Email –

kaushal.anil17@gmail.com

2 Shri Sudhir Kumar, IAS (Retd.), Flat No. 8022, ATS – One Hamlet, Sector – 104,

PO. Maharshi Nagar, Noida – 201304 Mobile - +91 9560430245

Email - sukuag@hotmail.com

26 **General Terms and Conditions:** Unless otherwise indicated above, all supplies against this rate contract shall also be governed by our General Terms and Conditions enclosed as Annexure-“B”.

This rate contract is being concluded on the basis of the terms and conditions already accepted by you. However, you may acknowledge receipt of this Rate Contract within 15 days as a token of acceptance; otherwise it will be presumed that you have accepted the Rate Contract as per terms and conditions, for execution.

Encl.: (i) Technical Specifications and Prices - Annexure "A"

(ii) General Terms and conditions - Annexure "B"

(iii) List of consignees and paying authority – Annexure-C

(iv) PRE CONTRACT INTEGRITY PACT- Annexure "E"

Your faithfully,  
For & on behalf of WCL

( S S Bhal)

Chief Manager (MM)

(Alok Kumar)

Manager (MM)

Copy to:-

1. TS to D(T)OP- For Kind Information Please
2. Area GM/ASO/SO(MM)/AFM/Depot Officer- Nagpur/Chandrapur/Wani North/Ballarpur Areas
- 3 GM(S&C)HOD / GM(Prod.)/ GM(UG)/ GM(Fin.) I/c I, WCL, Nagpur
- 4 GM(MM), CIL, SECL, MCL, CCL, ECL, BCCL, NCL
- 5 1 Shri Anil Kaushal, ITS (Retd.), A-1/245,GF, Janakpuri, New Delhi – 110058  
Mobile - +91 8800028118 WhatsApp No. +91 9868128118 Email –  
kaushal.anil17@gmail.com  
2 Shri Sudhir Kumar, IAS (Retd.), Flat No. 8022, ATS – One Hamlet, Sector – 104,  
PO. Maharshi Nagar, Noida – 201304 Mobile - +91 9560430245  
Email - sukuag@hotmail.com

**NOTE:**

1 Orders against this RC shall be placed in phased manner for actual requirement against concurred indents / MB duly scrutinized by GM(Prod) / and approved by Director(Tech).


2 Since the DDO against the subject RC is General Manager (MM)P WCL Hq ,order shall be placed against this RC and GM(S&C)HOD may change area-wise off-take qty if needed based on the requirement with the approval of competent authority as per revised DOP. However the RC shall be operative within the total off-take of WCL as a whole

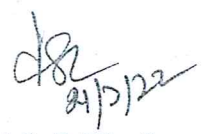


On M/s The NSIC Ltd- RC For mining Timber (Props)

3 Area wise off take against this RC shall be as under as per approved off-take

| AREA       | HARDWOOD PIT-<br>PROP 3.01-4.0M IN<br>NOS | Value including<br>GST @18% in<br>Rs |
|------------|---|--------------------------------------|
| MH Areas   |   |                                      |
| BALLARPUR  | 1500                                      | 6,77,910.00                          |
| CHANDRAPUR | 9000                                      | 40,67,460.00                         |
| WANI NORTH | 500                                       | 2,25,970.00                          |
| NAGPUR     | 21300                                     | 96,26,322.00                         |
| TOTAL      | 32300                                     | 1,45,97,662.00                       |

  
(Alok Kumar)  
Manager (MM)

  
( S S Bhal)  
Chief Manager (MM)

ANNEXURE - " A "**SCHEDULE OF RATES & TECHNICAL SPECIFICATIONS****1 Schedule of Prices :**

| SL | Description of Item & Size                                     | Approximate Offtake Quantity in Nos for two years period | Unit price (Rs. Each) |
|----|--|--|-----------------------|
| 1  | HARDWOOD PIT-PROP 3.01-4.0M for supply in areas of Maharashtra | 32300  | Rs.383.00             |

**2.0: TECHNICAL SPECIFICATIONS OF MINING TIMBER Props:**

|          |   |
|----------|---|
| 2.1      | SIZE:: Mining Timber of different sizes shall be as under:-   |
| Item no. | SIZES of Hardwood Pit Props   |
| 1        | Hardwood Pit props Top girth 31.0 – 41.0 cm, Bottom Girth 46.60 cm, length 3.01 – 4.0 m   |
| 2.2      | SPECIFICATIONS FOR PROPS (Assorted sizes)   |
| 2.21     | These should be brand new / freshly cut during span of one year from the date of supply   |
| 2.22     | Hard wood species acceptable are Asha, Kend, Jamun, Dhow, Karan, Dhowza, Hiran, Kaz, Sidha, Panjan, Shirish, Karanu, Saja, Bija and Sal as per IS:4424/67 and amendment no 1 of August 1992 and subsequent amendments   |
| 2.23     | In one plane up to two bends in props may be accepted if they are straight. A perpendicular dip from a thread outside of two ends of a bend to the point on the props showing maximum dip from the thread should not exceed 1" and 6" length of props. For checking up the dip, a thread should spread from end to end of the prop on the side of the cavities of the bends. Top 60 cms to 90 cms of the prop should be free from bends |
| 2.24     | Sun cracks on the body of the props should not be more than 1" per foot length i.e. not more than 1 ¼" on a prop of 18' and may not be deeper than 1/3" of the diameter at the point  |
| 2.25     | Knots should be properly dressed. Large live knots covering more than 1/5 of the circumference of the prop at the section are not acceptable. Small line knots properly dressed may be accepted provided two or more such knots are not grouped together to weaken the props. Dead and rotten knots in props are not acceptable.  |
| 2.26     | The props should be free from borers  |
| 2.3      | <b>Tolerance</b>  |
| 2.31     | The girth of props will be measured at the extreme top and bottom ends and tolerance of +/- 1 cm will be allowed in the same as per IS:3337/1978  |
| 2.32     | There is no provision of tolerance in the length of props   |
| 2.33     | The girth of the props will be measured under bark and away from knots or swelling or irregularities  |

**Guarantee / Warranty :** You shall be fully responsible for the quality and quantity of the materials supplied. In case the items supplied are found to be defective and not to the specifications, they shall replace all such items free of cost immediately

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## ANNEXURE — "B"

## GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

## 1. Definition;

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

1. "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.
2. 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.
3. "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.
4. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
7. 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.
8. 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.
9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
10. 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 Western Coalfields 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
11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- (12) 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.
- (13) 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.
- (14) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- (15) WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

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- (16) UNIT & QUALITY means the unit and quantity specified in the schedule.
- (17) 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:
- The consignee at his premises or
  - Where so provided the interim consignee at his premises or
  - A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
  - 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 female 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 thereunder, 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 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 four months

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- from the date of submitting quotations unless otherwise specified.
- vi. Tender must invariably be submitted alongwith 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 upto 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**

- a) 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.
- b) 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.
- c) 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.

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*ds*  
21/7/22



On M/s The NSIC Ltd- RC For mining Timber (Props)

(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, licence, 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 regard to 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.

(18) 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. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract

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- and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.
14. 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:
- The service that will be rendered by them as manufacturer's agent
  - The name and address of agents, if any, in India, and
  - The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
15. 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.
16. **Earnest Money/ Security Money:**
- The value of Earnest Money to be deposited by the tenderer should be **2% ( Two Percent )** of the value of the estimated cost tendered for or **Rs.10,00,000/- ( Rupees ten Lakhs only ) whichever is lower.**  
Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of "Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART - "A" of the bid.** For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.
  - In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, 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 value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10% ( Ten Percent )** of the value of the awarded contract ( **LANDED VALUE** ) without having any ceiling.
- For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.
- Security Money may be converted into Performance Bank Guarantee ( **PBG** ) wherever PBG required. However, in such case the amount of PBG should not be less than **10% ( Ten percent )** of landed value of order.
- Valid **DGS&D / NSIC** registered (for the tendered items) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit.

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However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (for the tendered items) are exempted from payment of Earnest Money / Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

#### 17. 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 authorized and specified and specified in the contract or supply order or any amendment thereof.

##### a) Facilities for Test and Examination

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

##### b) Cost of Test

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

##### c) Delivery of Stores for Test

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

##### d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to 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

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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 manufacturer.

(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 re-submitted.

**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.

18. **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. Western Coalfields 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 works like 'Fragile', 'Handle with care'. Weight of each packages 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.

19. **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

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completed by the date specified.

## 20. Liquidated Damages :

In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To forfeit security deposit in full or part.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**21. Force Majeure Condition :** 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.

**22. Inspection :** The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order

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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.

23. 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.
24. *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*
25. Carrying vessels for Imported Items
- In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.
26. **Freight :**  
The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.  
Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier .
27. **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.
28. **Laws Governing the Contract.**
1. This contract shall be governed by the Laws of India for the time being in force
  2. Irrespective of the place of delivery, the place of performance or 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.
  3. **Jurisdiction of Courts**
  4. 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.
  5. **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.
29. **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

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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.

### 30. 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.

### 31. Terms of Payment:

a. For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

b. Payment against the supply orders placed either by the Subsidiary Company of by

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CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

c. 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 supply order itself.

d. Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL

e. Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

### 32. 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.

33. All disputes arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land".

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Annexure CConsignee & Paying Authority Detail

| SL NO. | NAME OF THE AREA | POSTAL ADDRESS OF THE CONSIGNEE   | POSTAL ADDRESS OF THE PAYING AUTHORITY   |
|--------|------------------|---|--|
| 1      | NAGPUR           | The Depot Officer, Regional Stores,<br>Western Coalfields Limited<br>PO: SILEWARA COLLIERY<br>Dist. Nagpur (M.S.)Pin:441 109                        | The Area Finance Manager,<br>Western Coalfields Limited<br>PO: JARIPATKA<br>NAGPUR (M.S.)Pin:440 014   |
| 2      | CHANDRAPUR       | The Depot Officer, Regional Stores,<br>Western Coalfields Limited<br>Durgapur Opencast,<br>P.O.: DURGAPUR<br>Distt,Chandrapur.( M.S) Pin : 442 403  | The Area Finance Manager,<br>Western Coalfields Limited<br>P.O. & Dist. Chandrapur,<br>( M.S)Pin : 442 403                                   |
| 3      | WANI NORTH       | The Depot Officer, Regional Stores,<br>Western Coalfields Limited<br>Wani North Area<br>PO: UKNI, Tahsil: WANI<br>Dist . Yavatmal (MS)Pin : 445 304 | The Area Finance Manager,<br>Western Coalfields Limited<br>Wani North Area ,<br>PO: UKNI, Tahsil: WANI<br>Dist : Yavatmal (MS)Pin : 445 304  |
| 4      | BALLARPUR        | The Depot Officer, Regional Stores,<br>Western Coalfields Limited<br>Ballarpur Area<br>PO : Sasti<br>Distt:-Chandrapur (M.S) Pin: - 442 701         | The Area Finance Manager,<br>Western Coalfields Limited<br>Ballarpur Area<br>PO : Ballarpur -442701<br>Distt:-Chandrapur (M.S)Pin: - 442 701 |

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**PRE CONTRACT INTEGRITY PACT****1. General**

This Pre-bid Pre-contract Agreement (hereinafter called the Integrity Pact) is made on 18<sup>th</sup> day of the month of May 2022, between, on one hand, Western Coalfields Limited acting through General Manager(MM) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assign) of the First Part and M/s. National Small Industries Corp. Ltd represented by Shri Kamal Lochan Nayak of Designation Sr Branch Mgr (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/Equipments/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 Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

**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**

2.1 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, organisation 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.

2.2 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.

2.3 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.

(b) 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.

**Commitment 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, organisation 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,

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brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/Integrator/authorised 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, agents, 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 onto 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.

3.14 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

3.15 In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

#### 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)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

(i) Bank Draft or a Pay Order in favour of Western Coalfields Limited, Nagpur

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

*[Handwritten signature]*  
11/07/2022

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21/5/22

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(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

#### 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 proceeding 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 thereof.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract or any other stores, such outstanding payment could also be utilised 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 the 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 in 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 (Name and Addresses of the Monitors to be given).

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.

*Signature*  
26.11.22 21/11/22







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 meeting 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/ Secretary in the Department/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 allow 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**

C R Samantaray  
General Manager(MM) I/c  
MM Wing, Western Coalfields Ltd  
Nagpur

Witness

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**BIDDER**

*[Handwritten Signature]*

**Kamal Lochan Nayak**  
Sr. Branch Manager

The National Small Industries Corporation Ltd.  
(A Govt. of India Enterprise)  
New Secretariat Building, 1st Floor, East Wing,  
Opp. VCA Stadium, Beside St. Ursula School,  
Civil Lines, Nagpur-440 001 (MS).

Designation:  
Company

Witness

- 1. Swapnil Nigam, NSIC Nagpur
- 2. D. Bapayee, NSIC, Nagpur

\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

*[Handwritten Signature]*  
4.5.2022

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4/5/22

