कोल इंडिया लिमिटेड
(एक महारत्न कंपनी)
(सामग्री प्रबंधन विभाग
'कोल भवन',
प्लाट सं-.ए.एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट,
कोलकाता -७००१५६
वेबसाइट :www.coalindia.in
ईमेल: edmm.cil@coalindia.in

5 DECADES OF UNEARTHING ENERGY

COAL INDIA LIMITED
(A MAHARATNA COMPANY)
(A Govt of India Undertaking)
Materials Management Division,
'Coal Bhawan', Premises No.04-MAR,
Plot No-AF-III, Action Area 1A,
New Town, Rajarhat,
Kolkata-700156
Website: www.coalindia.in
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Running Contract No.
CIL/C2D/PED/2026-27/IDPL/345

Date: 24.09.2026

M/s. Ideal Detonators Private Limited.,
2nd Floor, Ideal Towers,
Opp: BHEL Enclave,
Akbar Road, Tadbund,
Secunderabad - 500009
Telangana State

e-mail: idealdeto@gmail.com
Mob: 9440620832 / 9490766461

विषय: RC for Supply of Permitted Electronic Detonators to all subsidiaries of CIL &NEC

संदर्भ:
1. Tender no. CIL/C2D/PED/2025-27/404 dated 29.06.2026 (Tender ID – 2026_CILHQ_36515_1) for Conclusion of Running Contracts (RCs) and empanelment as Reserve RC holders for a period upto 31.05.2027 for supply of Permitted Electronic Detonator to subsidiary companies of CIL & NEC, Cover-1 opened on 31.07.2026 and Cover-II opened / RA on 13.08.2026
2. Your offer vide IDEAL/IDPL/2026-27/243 Dt.27.07.2026 (Bid ID - 1252576)
3. Our letter no. CIL/C2D/PED/2025-27/293 dated 28.08.2026
4. Your Price Justification letter IDEAL/IDPL/2025-26 dated 29.08.2026

Dear Sirs,

With reference to the above, we are pleased to enter into a **RUNNING CONTRACT (RC)** with you for supply of **Permitted Electronic Detonators** to subsidiary companies of Coal India Limited, at the following prices, terms & conditions:

1. Duration of Contract

The RC shall be effective from the date of issuance and will remain valid till 31.05.2027.

CIL reserves the right to rescind/ short close the contract in case of breach of terms and conditions of the contract by the bidder.

2. Item description, quantity, unit price & subsidiary wise allocation- As per Annexure – 1

The RC items, quantity, subsidiary-wise allocation, unit prices are mentioned in **Annexure-1**. The monthly allocation will be made by the respective subsidiary companies individually within their share of RC quantity as indicated in **Annexure-1**. Supplies would be strictly governed by the actual requirement of the collieries and as per the allocation/order to be placed by the subsidiary companies in every month against their specific approved indents only.

3. Quantity variation

CIL / subsidiaries reserve the right to increase/decrease the ordered/allocated quantity to the extent of (+/-) **40% (Forty percent)** of the RC quantity keeping in view the actual need of the subsidiary companies. In exigencies, the quantity may be increased even beyond **40% (Forty percent)**, limited to the PESO License capacity, with the specific approval from CIL. RC holder shall be required to accept the order for such higher/lower quantity at the same terms, conditions and price during the validity of the running contracts.

Note: Since CIL / subsidiaries reserve the right to increase the ordered/allocated quantity to the extent of (+) 40% (Forty percent) of the RC quantity, the RC holder shall ensure PESO license capacity to meet 140% of the RC quantity during the currency of the RC (If not already available).

4. Security Deposit

4.1 You are required to submit Security Deposit Bank Guarantee (SDBG) for 5% of value of contract (including GST), which shall be valid for 11 months from the date of issue of RC in the prescribed format as per **Annexure-2**. The SDBG amount is indicated in **Annexure-1**.

The value of contract shall be arrived as follows:
{ Quantity x RC landed price on the date of issue of RC}

You may submit either a single SDBG covering subsidiaries of CIL or submit separate subsidiary-wise SDBGs based on subsidiary-wise allocated value worked out as per above basis and indicated in **Annexure-1**. All the SDBGs, if submitted subsidiary-wise, are to be submitted simultaneously.

4.2 You shall submit the SDBGs within 15 days from date of issue of RC.

4.3 In case you fail to submit the SDBGs within stipulated time, payment of your bills shall be released after deduction of 5% of the bill amount till you submit the SDBGs and the same is accepted by CIL/subsidiaries. The deducted amount will be held by the respective Subsidiary as 'Security Deposit' and will not be used for adjustment against any other recovery / claim amount. This 5% 'Security Deposit' amount will be released / recovered from, only after specific instruction from the RC issuing authority.

4.4 The SDBGs submitted by you shall be released within 30 days of receipt of "No Claim Certificate" from all the subsidiary companies, if a single SDBG has been submitted:

a. "No Claim Certificate" issued **by the respective Nodal Officer for Explosives (GM of the respective subsidiary company in charge of production / explosives)** from all the subsidiary companies, if a single SDBG had been submitted. However, if subsidiary-wise SDBGs are submitted, then each SDBG shall be released within 30 days of receipt of "No Claim Certificate" from that subsidiary company.
And

b. on receipt of "No Claim Certificate" from the supplier as per format provided in **Annexure8.**

For contractual failure, the SDBGs shall be forfeited.

Note - It shall be clearly mentioned in the No Claim Certificate issued by the respective Nodal Officer for Explosives that *"There is no claim pending against the RC Holder as per terms and conditions of this RC"*.

4.5 Security deposit will not fetch any interest.

4.6 The SDBGs, if submitted in the form of Bank Guarantee shall be issued by a RBI scheduled Bank in paper form (stamp paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "CIL0066312" in field no. "7037" of IFN760COV or IFN767COV .The message will be sent to the beneficiary bank through SFMS. The details of beneficiary Bank for issue of BG through SFMS Platform is furnished below:-

Name of the Bank:- ICICI Bank
Branch:- Rasoi Court
IFSC:- ICIC0000006
A/c No:- 000651000038
Customer ID:- 066312

Original copy of bank guarantee(s) shall be sent by the issuing bank directly to MM Division, CIL.

4.7 The SDBG(s) shall be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before the court, tribunal, arbitrator or any other authority.

5. Price and Price variation during contract period:

The prices are on FOR destination basis inclusive of packing, forwarding, transit insurance and freight upto destination at any place in CIL. However, Goods & Service Tax (GST) shall be paid extra at actuals at legally applicable rates at the time of supply.

5.1 The RC price of Permitted Electronic Detonators shall be revised on quarterly basis based on the price variation formula indicated below:

$Pr = Po\ (0.15 + 0.85 \times CIr/CIo)$

where Pr, Po, CIr & CIo have meanings as mentioned in clause 5.1.

- The base price for any item shall be the RC price finalized against this tender
- The base date for 1st revision shall be date of the reverse auction i.e. 03.09.2025.
- For above accessories, the revised price/indices of each quarter shall be the base price/indices for next quarterly revision.
- All indices shall be measured from the respective dates as mentioned above.
- The first price revision for accessories shall take place on the 1st day of a month following completion of 3 months from the reverse auction date ignoring part of the month in which reverse auction conducted. Subsequent revision shall take place exactly after every 3 months.
- As reverse auction date is 13.08.2026 the first price revision will be on 01.12.2026 for above accessories.

- The price revision for above accessories shall not have any ceiling.

5.2 There shall be no change in prices of Rental for Initiation Device / Blaster for the entire running contract duration upto expiry of contract.

5.3 RC prices w.e.f. start date of RC till the first revision and also in between subsequent revisions shall remain firm.

6. Goods & Services Tax (GST)

6.1 GST shall be paid extra at actuals at legally applicable rates at the time of supply.

6.2 The Tax Invoice raised by you must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice.

6.3 The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra only against submission of proper Tax invoice, as referred above, by you so that the respective subsidiary could be able to avail Input Tax Credit of such CGST & SGST or IGST reflected in the invoice.

6.4 If the ITC claimed is disallowed due to failure on your part in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST & SGST/ IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable GST paid based on such Tax invoice shall be recovered by the respective Subsidiary Company from your current bills or any other dues.

6.5 In the event of any additional tax liability accruing on you due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by you.

6.6 In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.

6.7 **E-way Bill:** The e-way bill, if any, required in connection with supply of goods or services shall be arranged by you.

6.8 Where a tax invoice has been issued for supply of explosives / accessories and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply due to Price revision, you, as the registered person who has supplied explosives/accessories, shall issue to the recipient a credit note containing such particulars as may be prescribed.

6.9 Where a tax invoice has been issued for supply of explosives/accessories and the taxable value or tax charged in that tax invoice is found to be less the taxable value or tax payable in respect of such supply due to Price revision, you, as the registered person who has supplied explosives/accessories, shall issue to the recipient a debit note containing such particulars as may be prescribed.

7. Price Fall Clause

7.1 The Supplier undertakes that if it reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly.

The provisions of price fall clause will however not apply to the following:

i) Export/Deemed Export by the supplier;

ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;

iii) Sale of goods such as drugs, which have expiry date;

iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

a. The currency of contract will mean the period till completion of supply.

b. It shall be responsibility of the RC holder to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

c. The RC holder shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization.

7.2 In case the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against this tender. If any supplier does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure explosives/ accessories from other existing supplier / Reserve RC holders.

8. Price Certificate

You must submit a price certificate in all your invoices in the following format for all items:

"We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract and it will be our responsibility to inform the Purchaser in case the supplied "ordered / similar" item(s) have been offered / supplied to them at a lower price".

9. Payment Terms

100% payment will be made within 21 days on receipt and acceptance of the materials at site or submission of bill, whichever is later. The payment shall be made as per the Bank Details, submitted by you in your offer, which is enclosed as **Annexure-7**.

10. Paying Authority

General Manager (Fin) of the Consignee Subsidiary Companies or their authorized representatives.

11. Delivery

11.1 Item wise, year wise and subsidiary wise RC quantity shall be indicated in the RC itself. The tentative quarterly allocation indicating the monthly breakup shall be issued by subsidiary companies to RC holders in advance, latest by the last week of preceding quarter for preparedness of the supplier.

Monthly allocation shall be issued by subsidiary companies by the last week of preceding month.

The above allocations (Quarterly & Monthly) shall be communicated to all suppliers through email/fax/letter with copy marked to CIL HQ.

The total monthly requirement of the subsidiary company shall be distributed amongst all RC holders in the same ratio in which the total RC quantity of the subsidiary company has been distributed amongst different RC holders. However in case of NEC, RE-11 may be generated for consolidated requirements keeping in view the logistical constraints in supply while ensuring above distribution on yearly basis.

Note: The requirement of cartridge explosives & accessories does not remain uniform throughout the year for various operational reasons, climatic and geo-mining conditions. During the peak production period [Usually Quarter I, III & IV of FY], the requirement for explosives and its accessories by the subsidiaries/ consignees may be more than the non-peak production period [Usually Quarter II of FY]. Hence, the allocation and requisition of quantity for any item by the subsidiaries/ consignees shall be made accordingly in compliance with the provision of the RC for quantities

11.2 The bidder shall have to supply all items as offered by him on FOR destination basis to any place in any of the subsidiaries of Coal India Limited and NEC

11.3 The supplies of explosives and accessories are to be made by the RC holders against RE-11 only issued by GM(Production)/ Incharge (Explosives) of respective subsidiaries or their authorized representatives.

The supplier is liable to supply quantity of any item as per schedule specified by the subsidiary companies & NEC in the RE-11, failing which liquidated damages shall be applicable as stipulated in the RC.

Delivery schedule specified by the subsidiary companies & NEC, in RE-11 shall not be less than 5 days.

11.4 It would be mandatory for the RC holder to maintain 90% delivery performance for the duration of running contract to be evaluated on **two monthly basis** for all RC items at each of the consignee subsidiary company. The **two monthly** delivery performance shall be evaluated by each consignee subsidiary company separately on the basis of RE-11 issued **in a particular 2 monthly period** and actual quantity supplied against the same,

The delivery performance of RE-11 generated in a particular 2 monthly period, for which the scheduled delivery period falls in the next 2 monthly period, shall not be accounted for in that particular 2 monthly period. The delivery performance of such RE-11 with spill over delivery period shall be accounted only in the next 2 monthly period in which the delivery is to be made as per schedule.

In case the requirement changes after issuance of RE-11, the delivery performance shall be evaluated on the basis of actual quantity supplied against the **revised** requirement for a particular month, if any, intimated to supplier in writing through letter, fax, email of Unit Manager or Licensee or Issuer of RE-11.

11.5 In case the **two monthly** delivery performance for any of the RC items falls below 90% at any of the subsidiary company, as per report, duly signed by representative of subsidiary company and RC holder, for every percentage reduction / drop (rounded off to nearest two decimal points) in delivery performance from 90%, equal percentage of the non-supply value (without GST) of that item in that **two monthly period** shall be deducted from the bills of the supplier by the concerned subsidiary company. This will be applicable for shortfall in delivery performance from 90% upto 50%. Thus, there will be maximum 40% penalty on the non-supply value towards non-achievement of delivery performance.

11.6 In case the **two monthly** delivery performance for any of the RC item falls below 50%, maximum monetary penalty of 40% of the non-supply value (without GST) of that item in that **two monthly period** will be imposed apart from reserving CIL's right to rescind/short close the RC for the subsequent period for that particular item in the relevant subsidiary where the shortfall occurs and the balance RC quantity thereof, may be purchased from any of the existing RC holders or empaneled "Reserve RC holders".

Calculation of monetary penalty in terms of clauses-11.5 and 11.6 above, for different situations for an item say "PED", is illustrated below;

Sl no.	Two Monthly quantity of final adjusted RE-11*	Actual supplied quantity as per RE-12	% of actual supply	% deduction of 90% delivery performance (limited to 40%)	Non-Supply quantity (B-C)	Non-supply value (Rs)	Value of penalty (Rs) (E x G/100)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	70 KN	58 KN	82.86	7.14	12 KN	50400	3598.56
2	70 KN	54.6 KN	78	12	15.4 KN	64680	7761.6
3	70 KN	28 KN	40	40	30 KN	126000	50400
4	70 KN	0 KN	0	40	70 KN	294000	117600

- ❖ In case the requirement changes after issuance of RE-11, the delivery performance shall be evaluated on the basis of actual quantity supplied against the revised requirement as per Clause-11.5 above
- ❖ Value in column 'G' has been worked out taking unit rate of Rs. 4200.00 per KN i.e., value in column 'F' multiplied by Rs. 4200.00

Besides, the subsidiary company shall take action as per Clause – 14

11.7 The delivery performance report shall be duly signed by the RC holders and shall be intimated to CIL by the subsidiaries & NEC.

For signing of the delivery performance report (**two monthly** under Clause 11.5 and Clause 11.6), the RC holder will be intimated by letter/fax/e-mail to sign within 3 (three) days from the date of intimation by the subsidiary Co & NEC. If the RC holder / authorized representative fails to sign the said delivery performance report within the stipulated time, it will be deemed that the RC holder has accepted the same and no further communication from the RC holder will be entertained by the subsidiary Co. /CIL in this regard.

Note: For the purpose of evaluating delivery performance under the contract, as per the provisions configured in SAP, the bi-monthly delivery performance cycle shall commence from 01.10.2026. Further, deliveries made against RE-11s raised prior to 01.10.2026 under this contract shall also be taken into consideration while assessing the delivery performance for the October–November 2026 period.

12. Consignee

General Manager of the respective subsidiary companies who is in charge of production/explosive requirement or their authorized representatives at the projects/mines, shall be the consignees against this RC.

13. Dispatch Instructions

13.1 **Packing and Marking:** The materials should be supplied, duly secured & packed. The Supplier shall provide such packing and marking of the Goods as is required by applicable Explosive Rules, Acts and PESO Guidelines.

13.2 The materials should be supplied duly secured & packed.

13.3 Each invoice should have reference of the:

- RC number with date, and subsequent amendments, if any, for change in prices, extension of delivery dates etc.
- RE-11 Indent no. and date.
- Contract no, Vendor Code and Material Code for SAP/ERP of CIL (Details mentioned in Annexure-1)
- Manufacturer's Batch no. of Explosives / accessories (If applicable)

13.4 Invoice relating to this RC should not include supplies made against any other supply order or

orders.

13.5 Supply of explosives and accessories against the RC shall be accompanied by self-attested copy of valid PESO license and valid DGMS certificate, wherever applicable.

13.6 The following certificate, whichever is applicable, should invariably be given on each invoice:

13.6.1 In case of delivery by Coal India Ltd.'s vans:

"Certified that the materials mentioned in this bill have been dispatched by Road in Van number and on date as mentioned above to the consignee. The materials have been acknowledged by the consignee/his representative and the acknowledgement memo dated as above is attached. Other claims are as per your purchase order and schedule to the same."

13.6.2 In case of delivery by suppliers' vans:

"Certified that the materials mentioned in this bill have been dispatched by Road in Van number and on date as mentioned above to the consignee. The materials having been acknowledged, memo dated, as above, is attached. Other claims are as per your purchase order and schedule to the same."

The Vouchers and acknowledgement memos mentioned in the certificate should invariably be attached with each invoice.

13.7 The transportation of explosives and accessories should be made in PESO approved Explosive Vans on FOR Destination basis ensuring compliance of all relevant statutory requirements under Mines Act 1952, Mines Rule 1955, CMR 2017 and related Laws and Bye laws, Orders & Circulars published by the Govt. of India.

14. Supply of extra quantity

14.1 In case of failure of a particular RC holder to supply the cartridge explosives or accessories, the unsupplied/ balance order quantity may be cancelled/reduced from the contract of the defaulting supplier after giving due notice to him and the cancelled order quantity of the defaulting supplier shall be re-distributed amongst other suppliers, including Reserve RC holders, as the case may be, within that subsidiary co. Supply of extra quantity have to be preferably on ex-stock basis.

14.2 The opportunity to supply extra quantity on ex-stock basis shall be given first to existing RC holders and if the requirement is not met, then to Reserve RC holders. The distribution of extra quantity amongst the RC holders/ Reserve RC holders may be done preferably in an equitable manner but supplies not being delayed on this ground. Subsidiaries shall have the liberty to obtain extra supplies first from any/all of the RC holders and then from any/all the Reserve RC holders.

14.3 In case requirement of a subsidiary company exceeds the 40% of RC quantity and Regular RC holders are not willing to supply extra quantity, subsidiary company may allocate additional quantity on Reserve RC holder.

14.4 The subsidiaries shall give at least 15 days' time to Reserve RC holders to commence supplies. Allocation and RE-11 should be issued accordingly.

15. Liquidated Damages

A. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser 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 equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling 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 equipment/ 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 fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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. If this sum is not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser the remaining balance on demand. The supplier shall not be entitled to any gain on any such purchase.

B. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. Taxes and duties shall not be taken into account for calculation of LD.

16. Risk Purchase

In the event of failure of the supplier to deliver or dispatch the stores 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/ contract, Coal India Ltd. or its Subsidiary Companies shall 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 Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies/CIL.

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

a. When the supplier fails to deliver the materials even after extending the delivery period.
b. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
c. When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

17. Product Specifications

Product Specifications for each product are given in **Annexure-3**. However, the Product Specifications of those products listed in **Annexure-1** only shall be relevant against this RC.

18. Special provisions:

- The manufacturer of PED shall follow a system by which the electrical continuity, resistance testing & other tests shall be ensured by them and they shall give a certificate accordingly, in addition to the conditions to be complied with, in reference to the permission being accorded to the respective manufacturers by DGMS/PESO.
- The harness wire to be supplied with each detonator will be of 1 mtr length. For any additional requirement of harness wire the users shall arrange as per their requirement.
- The delay of Permitted Electronic Detonator shall be of 0-6 with delay of 25 ms each.
- RE-11 raised by mines shall specify the quantity as per degree of gassiness and the length of leg wire required i.e., 2.5 mtr or 4.0 mtr. Approx. 80% of the total requirement shall be of 2.5 mtrs length.
- **The RE-11's of Degree-I/II/III shall be raised only after the approval of the product issued by DGMS for use in relevant Degree of gassiness mines.**

19. Random test

19.1 The consignee subsidiary company shall conduct a monthly random test of the PED supplied by the supplier through CMPDIL as per SOP approved by CMPDIL/CIL.
19.2 The limits of technical parameters for random test are given in the Annexure-3 under a separate annexure titled 'Product Specifications and Random Test Parameters'
19.3 The testing charges shall be borne by CIL/ Subsidiaries for carrying out the testing.
19.4 The random test shall be conducted every month in each subsidiary. The authorized representative from CMPDIL shall decide/choose the required number of samples randomly in each month from any magazine and Subsidiary/Area/Magazine officials authorized for the purpose will issue such selected random samples to CMPDIL for the purpose of testing. The above selected random samples shall be drawn and tested on the same day at mine in presence of representatives of subsidiary and the supplier. Subsidiaries shall inform the supplier in advance in writing through Mail/fax/letter about the random test and preserve the copy for future reference. Mine management will arrange to transport the selected samples to testing site of the mine. Test result shall be finalized even in absence of supplier's representative, if the representative failed to appear

despite prior intimation to supplier or if the representative refuses to sign the Test Result. Subsidiaries shall inform CMPDIL regarding the monthly allocation being made to suppliers for calculation of no. of samples to be tested in a particular month. Upon receipt of allocation, CMPDIL will communicate to Subsidiaries with the product wise nos of samples to be tested in particular month. It shall be the responsibility of Subsidiary / Areas to earmark the required no. of samples for the above testing purpose.

19.5 The Sample shall be treated as "Not Meeting Standards" (NMS) in random test if it does not meet any of the criterion specified under "acceptable standards" in **Annexure-3**

Penalty levied on the total supply value (without GST) of PED supplied in that month shall be @ 1% for 1 NMS/Failed sample, @3% for 2 NMS/Failed samples, @5% for 3 NMS/Failed samples, @7% for 4 NMS/Failed samples and @10% for 5 or more NMS/Failed samples, and shall be deducted from the bills of the supplier by the concerned subsidiary company in every month.

20. Sample Quantity for Random Tests

20.1 All sample quantities are to be calculated based on Subsidiary allocation by CIL on a particular supplier for the contract period. No. of samples to be tested during the contract period shall be equally distributed (as far as practicable) amongst the months of the contract period. The sample quantity as follows:

a. **Permitted Electronic Detonator:** One (1) sample for every **25,000** nos.

No. of samples to be during the contract period shall be equally distributed (as far as practicable) amongst the months of the contract period.

20.2 Irrespective of above norms, random testing of at least **two** samples in each subsidiary is to be done for a particular supplier on monthly basis.

20.3 Standard Operating Procedure (SOP) for random testing is available in CIL website viz. www.coalindia.in which is uniformly applicable in all CIL subsidiaries and NEC. Any future update in the SOP by CMPDIL/ CIL will also be applicable to RC holders/ Reserve RC holders during the RC period.

21. Essential / Mandatory Testing Requirements.

21.1 The RC holder shall ensure that essential equipment required for testing of explosives and accessories, as detailed below are possessed and maintained by them for the required purpose:

	Particulars
1	Facility for testing of any raw materials.
2	Facility for strength test, electrical resistance, and drop test of detonators.
3	Facility for temperature sensitivity test and impact sensitivity test.
4	Equipment to confirm the working function of the exploder/blaster/logger

The details of equipment required for the above are listed below,

i) Facility for testing of quality parameter

	Particulars
1	Safety room for field testing of PED
2	Suitable pit with safety zone for testing
3	Exploder with cable
4	High pressure (water resistance test) vessel
5	Facility for drop test (for detonators)
6	Micro Ohmmeter
7	Strength and quality test set up for wires and connector.

ii) Raw materials testing for quality control

	Particulars
1	Equipment for titration
2	Digital capacitance meter
3	Hygrometer
4	Water bath
5	Digital thermometer
6	Water distillation unit
7	Sieves of various Meshes
8	Chemical balance
9	Various chemical reagent

21.2 The above equipment must be available all the time in the explosive factories in working condition. CIL or any agencies authorized by CIL shall have the option to check the same.

21.3 The RC holders are required to submit manufacturer's test certificate of different quality parameters as specified in RC of CIL along with supply as per the attached Standard Formats (Product wise) **(Refer Annexure-10)**. They shall also keep a record of all tests of raw material and finished product being supplied by them at their end which may be inspected by representative of CIL/Subsidiary Company.

22. Technical service

22.1 Whenever a manufacturer supplies any explosives/accessories item for the first time to a subsidiary, test report of CIMFR, DGMS (or) CMPDIL test and trial report of that item shall be presented to the CGM/GM (Production / in-charge of Explosives) of the subsidiary Co. before the PED are used in any colliery and the manufacturer's representative shall be available for advice.

22.2 Sufficient technical representatives (who are minimum Diploma holders in Mining) should be posted to ensure proper supply as per requisition, to monitor blasting performance & for early resolution of technical matters at each Project / Area of Subsidiary. At least one technical representatives shall be posted in each subsidiary. However, in case of ECL, SECL and WCL, in view of geographical distances and consumption of explosives three representatives shall be posted.

22.3 **Initiation Device/ Blaster**

22.3.1 The Initiation Device /blaster for PED on rental basis should be made available by supplier to Area/Colliery/Mine/Unit for firing as specified by the Subsidiaries. The supplier should arrange the initial training of the workforce of allocated Project/Area/Subsidiary for the use of Blasters of PED in consultations with Subsidiaries. Further, the periodical maintenance, calibrations, repair, replacement and back-up arrangement of blasters is the responsibility of the supplier and thus adequate representatives should be made available accordingly. The supplier has to ensure that no mine is affected due to non-functioning of blasters of PED. After the completion of the RC period, the supplier will take back the blaster from concerned Project/Area/Subsidiary.

22.3.2 The subsidiary wise tentative/indicative requirement of Initiation Device /blaster for PED is as follows:

Subsidiary	No. of Areas (Only UG)	No. of UG & Mixed mines	Required PED Initiation Device /Blasters (nos)
ECL	2	54	**136**
BCCL	1	7	**24**
CCL	0	4	**10**
WCL	1	23	**160**
SECL	1	41	**287**
MCL	2	3	**28**
TOTAL	7	132	**645**

The total no. of Initiation Device /Blasters for PED for firing shall be specified/communicated to the suppliers by Subsidiaries in advance after conclusion of RC.

Rental Period: The rental period for the Initiation Device /blaster shall commence on the date of supply and continue until the expiry of the Running Contract (RC) period / return of Initiation Device /blaster by the buyer/ user to the RC holder. The rental period may be extended if the RC period also gets extended at the sole discretion of the buyer / user, subject to the same terms, conditions, and rates as specified in the RC, without any escalation.

Rental Fee: The rental fee for the Initiation Device /blaster shall be as per rates indicated in **Annexure-1.**

Invoicing and Payment: The RC Holder shall raise a GST-compliant invoice for the rental fee every quarter. Payment shall be made within [21] days of receiving the invoice certified by the blasting In-charge of the respective mine, subject to deductions outlined as under:

a. Availability of Initiation Device /blaster shall be calculated based on the following formula:

Total days Initiation Device /blaster was available for operation / total no. of days in that quarter x 100

The RC Holder shall ensure a minimum availability of 90% for the Initiation Device /blaster during each quarter.

For every 1% dip in availability below the 90% threshold, 1% of the pro-rata rental cost shall be deducted from the quarterly invoice.

Note: No rental will be paid for the days/ period, during which PED not supplied as per the requirement/schedule.

b. Pro-rata deductions shall be made for the period, Initiation Device /blaster is not supplied by the RC holder.

Maintenance and Support:
The RC Holder shall provide regular maintenance of the equipment throughout the rental period, including:

- Compliance to guidelines of DGMS/BIS, as and when updated.
- Inspection and calibration.
- Technical service support including manpower as stipulated in NIT.
- Training of manpower.
- Provision of consumables (if any).
- Replacement of equipment free of cost in case of defects within 24hrs of being notified.
- All maintenance and support services shall be provided at no additional cost to the user.
- The RC Holder shall respond to any technical issues within 24hrs of being notified.

Insurance: The RC Holder shall maintain comprehensive insurance coverage for the equipment throughout the rental period. The insurance shall cover loss, damage, or theft of the equipment.

Return / handover of Equipment: At the conclusion of the RC period or if the Initiation Device /blaster is no longer required by the respective mine, the respective user / Blasting I/c shall return the equipment to the RC Holder in working condition, subject to normal wear and tear.

The user shall ensure safe use, upkeep and operation of equipment in accordance with the manufacturer's / RC holders' guidelines.

22.3.3 Failure to supply exploder/blaster as per the requirement shall have penalty as per clause 22.4 below

22.4 The technical representative of a supplier shall report to user within 48 hours of call (letter/fax/mail), including calls regarding 22.5 and 22.6 below, and failure to reach the caller within 48 hours shall attract a penalty of Rs. 50,000.00 per call / service. Calls shall also be endorsed to CGM/GM in charge of the explosives at subsidiary headquarter level who will finally decide on imposition of penalty. Failure to provide technical services as

per clauses 22.7 to 22.8 mentioned below will also attract a penalty of Rs 50,000/- in each case.

22.5 The manufacturer shall give technical expertise in designing the pattern of blast holes to improve the blasting efficiency depending upon the requisition by the subsidiary.

22.6 Whenever there is a special problem on functioning of PED and initiation device technical representative from the manufacturer shall immediately attend to them and solve the problem jointly with the mine representative.

22.7 Handholding session of the product/initiation device for the blasting personnel of the mines to be arranged by the suppliers in consultation with the subsidiaries.

22.8 Atleast one workshop/training on bimonthly basis shall be conducted by the suppliers to explain the technical details of their item as well as to make the people understand and implement the uses of the PED for safe and efficient operation and for improvement of blasting efficiency.

22.9 Quarterly technical service report shall be submitted by the supplier to the concerned subsidiary companies.

23. Statutory Obligations

23.1 The RC items should be supplied only with the approval of the valid statutory authority like DGMS, PESO etc. wherever it is mandatory. It will be your responsibility to obtain valid permission/license from Chief Controller of Explosives/Govt./any other Statutory Body as may be required for manufacture and supply of Explosives at site. Any DGMS / Statutory permission, if necessary, will be obtained by you. Necessary assistance will be provided by the projects. **No supply should be effected without having valid permission from DGMS / license from PESO for the product even if there is an allocation for supply of the product from CIL or its Subsidiaries.**

23.2 The suppliers must also ensure compliance of all relevant statutory requirements under Mines Act 1952, Mines Rule 1955, CMR 2017 and related Laws and Bye laws, Orders & Circulars published by the Govt. of India.

23.3 **As per Public Procurement (Preference to Make in India), Order 2017 read with its latest OM dated 19.07.2024, at the time of execution, the supplier / contractor shall be required to give local content certification duly certified by cost / chartered account in practice. For cases where it is not possible to provide certification by Cost /Chartered Accountant at the time of execution, the supplier shall be permitted to provide the certificate for local content from Cost / Chartered Accountant after completion of the Contract, within time limit acceptable to CIL i.e. 3 months. In case the contractor / supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class II / Non-local or from Class-II to Non-Local, a penalty upto 10% of the contract value shall be imposed, However, contract once awarded shall not be terminated on this account.**

24. **Force Majeure:**

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall

either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

The above relaxation is also applicable to CIL for situations beyond CIL's Control.

25. **Other terms and conditions**

The terms and conditions, which are not specifically mentioned herein above, shall be as per "General Conditions of Contract" enclosed as **Annexure-5**. The clauses that are not applicable to the present Contract have been struck through.

The provisions of CIL Purchase Manual and its subsequent amendments (available on CIL website, www.coalindia.in) shall also be applicable, if not specified otherwise in the NIT or the RC.

26. **Pre- Contract Integrity Pact**
The Pre Contract Integrity Pact, digitally signed and submitted by you is enclosed as **Annexure-6** and shall be applicable against this contract. In terms of the Integrity Pact, the Independent External Monitors nominated for this contract are:

	Name of IEM	Address	E-Mail ID	Mobile No.
1	Mr. Rakesh Mohan IAS (Retd)	Flat no. 7020, Sector-B-10 Vasant Kunj, New Delhi - 110070	rmohan1987@gmail.com	9205175050
2	Mr. K.D.Tripathi IAS (Retd)	A-5, Sector-19, Noida UP - 201301	tripathikd.1958@gmail.com	9868506966
3	Mr. O.P Singh IPS (Retd.)	M-6, First Floor, Green Park Extension New Delhi - 110016	ops2020@gmail.com	9818564455

27. If at any point of time it is found that the details furnished by you in your offer against the tender under reference are not correct, CIL reserves the right to cancel the RC and take necessary steps as deemed fit.

28. **Jurisdiction of Courts**: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Calcutta High Court, Kolkata, only.

The contract is concluded with issuance of this RC. Please send your acknowledgement within seven days from the date of receipt of this contract for record purpose.

Yours faithfully,
For & on behalf of Coal India Limited

(P.Kuldeep)
Sr.Manager (MM)

(Avinash Kumar)
General Manager (MM)

Enclosed:

1. **Annexure-1** - Item, quantity, subsidiary-wise distribution, price, SDBG value & CIL SAP Details
2. **Annexure-2** - SDBG format
3. **Annexure-3** - Product Specifications & Random Test Parameters
4. **Annexure-4** – Not Applicable - BMPF
5. **Annexure-5** - General Conditions of Contract
6. **Annexure-6** - Pre-Contract Integrity Pact
7. **Annexure-7** - Bank Details
8. **Annexure-8** – Format for No claim certificate
9. **Annexure-9** – Not Applicable – Improved methodology for BMPF
10. **Annexure-10** - Format for test certificate

Distribution:

1. ED(Prodn)/GM(Prod) / Sr.Manager(Fin)-MM, CIL / Manager(Fin)/MM
2. GM(IED)/GM(Fin), BCCL
3. GM(Oprn.)/GM(Fin), CCL
4. GM(Prod/CSM/Blasting)/GM(Fin), ECL
5. TS to DT(O)/GM(Fin), MCL
6. GM(Prod)/GM(Fin), NCL
7. TS to DT(O)/GM(Fin), SECL
8. GM(E&BT)/GM(Fin), WCL
9. GM, NEC
10. IEMs

Mr. Rakesh Mohan IAS (Retd)
Mr. K.D.Tripathi IAS (Retd)
Mr. O.P Singh IPS (Retd.)

Ideal Detonators Pvt Ltd

a. Item details:

Sl.No	NIT Item Code	Description of Work / Item(s)	Unit	Rate (Rs/unit)	Quantity for 9 months period
1	item1A	Permitted Electronic Detonator (PED) for use in Degree – I/II/III - 2.5/4.0 meter	KN	308000.00	1869.33
2	item1B	Rental for Initiation Device /blaster	Rs/Blaster/month	1550.00	645.00

b. Subsidiary wise distribution

NIT item no.	Item	Unit	ECL	BCCL	CCL	WCL	SECL	MCL	Total
1A	Permitted Electronic Detonator (PED) for use in Degree – I/II/III - 2.5/4.0 meter	KN	806.60	49.50	6.06	444.80	480.00	82.37	1869.33
1B	Rental for Initiation Device /blaster	no.	136.00	24.00	10.00	160.00	287.00	28.00	645.00

c. Total/ Subsidiary wise SDBG Value (Rs):

ECL	BCCL	CCL	WCL	SECL	MCL	Total
1,47,57,032.80	9,17,072.40	1,17,438.32	81,99,961.60	89,32,529.20	15,17,312.44	3,44,41,346.76

d. CIL's SAP Details:

SAP Vendor Code – 10005772

Sl no.	Item Description	Product name
1	Permitted Electronic Detonator (PED) for use in Degree – I/II/III - 2.5/4.0 meter	ELCON – C (Electronic Permitted detonators with copper shells)
2	Rental for Initiation Device /blaster	-

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Annexure-2

Security Deposit Bank Guarantee Format

To:
COAL INDIA LIMITED
Coal Bhawan
Materials Management Division
Premises No. 04, Action Area – 1A
New Town, Rajarhat,
Kolkata – 700 156

Re: Bank Guarantee in respect of Agreement / RC no. CIL/C2D/PED/2026-27/_____ dated 22.09.2026 between..... (Name of the Puchaser company on behalf of ..... [Concerned subsidiary(s)] and..... (Name of Supplier Company)

Messers .....a Company / Firm having its office at No. ..... (hereinafter called 'the Contractor') has received the Running Contract vide no..... dated..... (hereinafter called 'the said Agreement') from .....(Name of the Purchaser Company) (hereinafter called 'the Company') to supply..... stores/ materials amounting to Rs. .....on the terms and conditions contained in the said agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office at..... has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be the ..... day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are

fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the..... day of ..... 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of .....20.....
Place.....

Signature of the authorized person(s)
For and on behalf of the Bank

Product Specifications & Random Test Parameters

1.1 Permitted Electronic Detonator (PED) for use in UG coal mines.

Sl no.	Technical Parameters	Desired/Expected value/Range
1	General requirements	Shall conform to the IS 18462:2023 standards.
2	Resistance to electrostatic discharge	There shall be no unintended initiation when it is tested as per IS 18642:2023 test procedure.
3	Strength	When tested as per point no. 5.4.2 of IS 18462:2023 standards, the detonators should produce a dent on the lead plate corresponding to at least C-3 class [4.6.3.3 of IS 6609 (Part 3)]
4	Handling Safety	No detonator shall fire when checked for drop and snatch test as prescribed in 5.1 & 5.2 respectively in IS 18462:2023.
5	Over voltage immunity	None of the detonator shall detonate when the electronic detonators with lead wires subjected to over voltage immunity test as per IS 18642:2023. Note: Particular recommendations of the manufacturer on lead wire configuration and handling, if any, are followed. The duration of each stress period is a minimum of 10 sec or longer, as prescribed by the manufacturer.
6	Electromagnetic compatibility and Interference	1) No detonator shall be initiated when the electronic detonators subjected to testing in accordance with the IS 18642:2023. 2) No dummy detonator shall be initiated until firing command is ordered. After giving the firing command all detonators shall be initiated.
7	Abort function	Every electronic initiation system must have a built-in safe abort mechanism as per IS 18642:2023.
8	System function	There should be a two-way communication between the detonators and the firing unit and ignition of the detonators connected to the firing device with the specified wire length of the firing line and with the maximum number of detonators per blast. The manufacturer should define the maximum number of detonators per blast with original ignition device. The detonators before every firing test are in the reset state and respond back to the firing unit with their identification number providing their connectivity and preparedness to fire, like the start condition before a real blast.

9	Delay Timing	Average delay timing of particular delay number of PED should lie within ± 2 ms of the nominal delay timing value of that delay. (Nominal delay timing of delay no. 0, 1, 2, 3, 4, 5, 6 are 0 ms, 25ms, 50ms, 75ms, 100ms, 125ms and 150ms respectively).

The random testing shall be done for Sr. No. 3, 4, 7 and 9 as above. The Sample shall be treated as "Not Meeting Standards" in random test if it does not meet any of the criterion specified under "Acceptable Standards".

1.2 The above technical parameters along with others mentioned in RC shall be treated as the acceptable technical specification for technical evaluation of offered item

Annexure-4

Benchmark Powder Factor for each mine

**********Not applicable for PED**********

Annexure-5

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
e) "GCC" means the Conditions of Contract contained in this section;
f) "SCC" means the Special Conditions of Contract;
g) "Purchaser" means the organization purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
h) "Purchaser's country" is India;
i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
j) "CIL'' means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
k) "Year" means the Calendar Year.
l) "Chairman" means the Chairman of Coal India Limited.
m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.

n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.
r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
t) "Site" 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.
u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
v) Words in singular include the plural and vice-versa.
w) Words denoting the masculine gender shall be taken to include the feminine gender.
x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
aa) "Particulars" shall mean the following:
ii) Specifications;
iii) Drawing;
iv) Sealed pattern denoting a pattern sealed and signed by the Inspector;
v) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
vi) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
vii) Proprietary make denoting the product of an individual manufacturer;
viii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

2. Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

~~**6. Security Deposit**~~

~~6.1 The successful tenderers will have to submit Security Deposit for the 5% value of the total landed value of the contract including all taxes, duties and other costs and charges. In case of Rate / Running Contracts the Security Deposit shall be for an amount of 5% of annual offtake contractual value; and in case RC period is longer than 1 year, SD amount shall be 5% of average annual offtake. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the Security Deposit shall be for 5% of equipment landed value along with maximum annual landed value of Spares & Consumables.~~

~~6.2 The Security Deposit shall be deposited through RTGS/NEFT/IMPS/e-BG/other digital modes or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.~~

~~6.3 The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.~~

~~6.4 In case of equipment, SDBG shall not be individual equipment wise. However~~

multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 5% of the value as mentioned above, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

6.5 The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

6.6 If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

6.7 In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

6.8 Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

6.9 Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. In case of Contracts for procurement of Capital Goods along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables / AMC / CMC for more than one year, the

amount of PBG should not be less than 10% of equipment landed value along with maximum annual landed value of Spares & Consumables. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10 All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

6.11 Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

6.12 The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee

7.1 Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

7.2 The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

7.3 The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

7.4 If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause 7 above, by the number of equipment ordered for that particular item of the NIT.

7.5 The PBG (s) shall remain valid till 3 months after the completion of warranty period.

7.6 The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).

7.7 The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The PBG / converted SDBG shall be released with the approval of HOD (MM) of the concerned subsidiary after expiry of validity period upon receipt of:

a. 'No Claim Certificate' from the HOD of User department; and

b. 'No Claim Certificate' from the Supplier as per format provided

7.8 In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank

~~Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.~~

~~**7.9** The PBG will be submitted through Structured Financial Management System (SFMS).~~

~~**8. Inspections and Tests**~~

~~**8.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspector(s). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspector(s) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.~~

~~**8.2** The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. 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. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.~~

~~**8.3** Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or,~~

replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

8.4 Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's 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.

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

8.6 Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. 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'.

9.4 The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

9.5 Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

i. Project;
ii. Contract No;
iii. Country of origin of Goods;
iv. Supplier's name;
v. Packing list Reference Number;
vi. The gross weight, net weight and cubic measurement;
vii. Consignee Name and Address;

9.6 A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

10.1 The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

10.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

10.3 For purposes of the Contract, "EXW", "FOB", "FCA", 'CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of Incoterms on the date of tender opening, published by the International Chamber of Commerce, Paris.

10.4 The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:

i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
iii. Packing list identifying contents of each package;
iv. Manufacturer's/Supplier's warranty /guarantee certificate;

~~v. Manufacturer's Test & Inspection certificate;~~

~~vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;~~

~~vii. Documentary evidence of marine freight & marine insurance.~~

~~The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.~~

~~**(b) For Domestic Goods from within India:**~~

~~Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:~~

~~i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;~~

~~ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);~~

~~iii. Manufacturer's/Supplier's warranty / guarantee certificate;~~

~~iv. Manufacturer's Test & Inspection certificate;~~

~~The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.~~

11. Insurance

11.1 Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

~~11.2 Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.~~

11.3 In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.

~~11.4 Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.~~

11.5 Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance".

12. Transportation

~~12.1 In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.~~

~~12.2 In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.~~

~~12.3 In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.~~

12.4 In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. ~~Transportation of goods is to be done through registered common carriers only.~~

~~**13. Warranty**~~

~~13.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.~~

~~13.2 This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of materials at consignee's end or twelve (12) months from the date of its use / fitment / commissioning, whichever is earlier.~~

~~13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.~~

~~13.4 If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.~~

13.5 For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC.

14. Payment

14.1 Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

14.2 **Payment for Indian Agency Commission**

The payment of Indian 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. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

(D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept. of the subsidiary company, where the equipment has been deployed.

14.3 In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

15.1 drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

15.2 the method of shipment or packing;

15.3 the place of delivery; and/or

15.4 the place of Services to be provided by the Supplier.

16. Contract Amendments

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

~~**17. Assignment**~~

~~The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.~~

~~**18. Subcontracts**~~

~~The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.~~

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an by amendment to the Contract/ Purchase Order.

19.3 Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

20.1 In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser 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 equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling 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 equipment/ 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 fully or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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. If this sum is not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser the remaining balance on demand. The supplier shall not be entitled to any gain on any such purchase.

20.2 For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

21.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

(b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or

(c) If the Supplier, in the judgment of the Purchaser, has violated Code of Integrity for Public Procurement in competing for or in executing the Contract.

21.2 **Code of Integrity for Public Procurement (CIPP):**

The supplier shall observe the highest standard of ethics while competing for and during execution of contracts.

The following practices would amount to violation of CIPP:

i. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;

iii. "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Purchaser,

that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v. "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi. "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning nd end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and/or

b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

26. Taxes and Duties

~~26.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.~~

26.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

Except in cases of criminal negligence or wilful misconduct;

27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterized, any/ or from any other remote cause whatsoever.

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the goods and services supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28 Dispute Resolution

28.1 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract:

"Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), in the Department of Public Enterprises:

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 Departments/ 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. 05/0003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both parties."

28.2 In case of contract with parties other than above Agencies, the following Arbitration & Conciliation Clause and Sole Arbitration Clause shall be incorporated in the contract:

"Arbitration & Conciliation:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be taken up by either party for conciliation first. The party initiating conciliation shall send a written invitation to the other party to conciliate, and proceedings shall commence when the other party accepts the initiations to conciliation. There shall be only one conciliator who would be appointed by Chairman, CIL/ CMD of Subsidiary Company (as the case may be) as the conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. When the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party.

If differences still persist, the settlement of the dispute shall be resolved through arbitration.

The party initiating arbitration shall send a written notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015."

"Sole Arbitration Clause:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Chairman, CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

Note:

a. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Chairman, CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

b. It is further a term of this contract that no person other than the person appointed by the Chairman, CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all. The venue of arbitration shall be the place from which the contract is issued or such other place as the Chairman, CIL / CMD of Subsidiary Company (as the case may be) at his discretion may determine."

28. Progress Reports

29.1 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 by the Purchaser.

29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as an estoppel against the Purchaser

merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

29. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

30. Applicable Law

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid document.

31. Jurisdiction of Courts

32.1 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 where the acceptance of tender or supply order has been issued.

32.2 The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

32. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier:

Purchaser:
Executive Director (MM), Coal India Limited, Coal Bhawan,
Premises No. 04, Action Area – 1A, New Town, Rajarhat, Kolkata – 700 156
Fax No.:+91 33 – 2324 4115
Phone: +91 33 – 2324 4127

Supplier:
As mentioned in Page 1 of RC

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33.3 In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.

Annexure – 6

Pre-Contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on the day of submission of bid, between, on one hand, Coal India Limited/Subsidiary Cos. (hereinafter called the "BUYER / Principal", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and undersigned who is authorized to sign the bid (hereinafter called the "BIDDER/Seller/Contractor" 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 the tendered stores / Equipment / Item / Goods (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:

Section 1 – Commitments of the Principal

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

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

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

c. Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *The guidelines and terms and conditions for India agents of foreign supplier shall be as per the provisions mentioned in the NIT.*

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

(1) If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e "Commitments of Bidder(s) / Contractor(s)."

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

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

Section 4 - Compensation for Damages

(l) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any

other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the

Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, Coal India Limited / CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited / CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

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

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

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

(4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- 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.

Section 12- Law and Place of Jurisdiction

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

Section 13 - 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.

Annexure – 7

Bank Details

Name of RC holder	M/s Ideal Detonators Pvt Ltd
Bank A/c No	050513100000052
IFSC	UBIN0821934
Account type	Cash Credit
Bank name	Union Bankof India
Address of Branch	Minister Road Branch Secunderabad

Annexure - 8

Format for 'No Claim Certificate' to be issued by Supplier

(On company letterhead)

To
Coal India Limited,
Coal Bhawan,
1st Floor, Premises No. 04,
Plot no. AF-III, Action Area 1A,
New Town, Kolkata – 700 156

NO CLAIM CERTIFICATE

Sub: **RC no. ---------- dated ----------for the supply of PED to ---------- Subsidiaries of CIL**

We have received the full and final settlement of all the payments due to us from _____(Name of CIL's Subsidiary) for the supply of PED under the abovementioned RC, between us. We hereby unconditionally and without any reservation whatsoever, certify that we shall have no claim whatsoever, of any description, on any account, against _____ (Name of CIL's Subsidiary), against aforesaid RC executed by us other than release of the Security Deposit. We further declare unequivocally, that we have received all the amounts payable to us from _____ (Name of CIL's Subsidiary), and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the RC, as regards performance of the contract.

Yours faithfully,
Signatures of contractor or
officer authorised to sign the contract documents
on behalf of the contractor
(Company stamp)

Date:_____
Place:_____

Annexure – 9

Improved Methodology for Determination of Bench Mark Powder Factor

********** Not applicable for PED **********

Annexure-10

FORMAT OF TEST CERTIFICATE

(To be submitted by supplier)

PERMITTED ELECTRONIC DETONATOR (PED)

1. **NAME OF THE MANUFACTURER** :
2. **NAME OF THE PRODUCT** :
3. **CONSIGNEE NAME** :
4. **VAN Number** :
5. **DO Number** :
6. **DO Date** :
7. **Batch Number #** :
8. **Date of Manufacture#** :
9. **Sample No.** :
10. **Place of Testing** :
11. **Date of Testing** :

12. Tests Conducted		Specified limit	Results*	Remarks
(i)	Parallel firing test	As per IS 18462:2023		
(ii)	Strength Test	As per IS 18462:2023		
(iii)	Drop test	As per IS 18462:2023		
(iv)	Snatch test	As per IS 18462:2023		
(v)	Delay timing	Average delay timing of particular delay number of PED should lie within +/- 2 ms of the nominal delay timing value of that delay. (Nominal delay timing of delay no. 0, 1, 2, 3, 4, 5, 6 are 0 ms, 25ms, 50ms, 75ms, 100ms, 125ms and 150ms respectively).		
(vi)	Water Resistance Test	As per IS 18462:2023		

*In Result column, write values if applicable.

If single batch and Date of Manufacture then mention here. If as per RE-12, then attach the RE-12 copy with test certificate.

Signature of Testing Official

Name .....

Designation.....

Signature with stamp

Name.....

QA Incharge/ HOD