

**COAL INDIA LIMITED**

(A MAHARATNA COMPANY)

Materials Management Division,

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(एक महारत्न कंपनी)

सामग्री प्रबंधन विभाग

कोल भवन, प्लॉट सं. - ए. एफ-३, एक्शन एरिया-१ए

न्यू टाउन, राजरहाट, कोलकाता - ७००१५६

फ़ोन: ०३३-२३२४४१२७, फैक्स: ०३३-२३२४४११५

वेबसाइट: [www.coalindia.in](http://www.coalindia.in)ईमेल: [edmnc.cil@coalindia.in](mailto:edmnc.cil@coalindia.in)**अनुबंध क्र० CIL/C2D/Bulk Explosives/2023-28/IOCL/253****दिनांक- 28.07.2023**

M/s. Indian Oil Corporation Limited

(IBP Division)

34A, Nirmal Chandra Street

Kolkata – 700 013

**महोदय,**

- विषय -** Long Term Running Contract for supply of Bulk Explosives
- संदर्भ -**
1. LTRC No. CIL/C2D/Bulk Expl/IOCL/2018-23/95 dated 26.07.2018 & subsequent amendments
  2. Your letter no. IOCL/CIL/2023 dated 22.02.2023
  3. Our letter no. CIL/C2D/Bulk Explosives/LTA/IOCL/158 dated 17.06.2023
  4. Your letter no. IOCL/CIL/LTRC/2023-28 dated 19.06.2023
  5. Your letter no. IOCL/CIL/LTRC/2023-28 dated 28.06.2023
  6. Your email dated 08.07.2023

The Long Term Running Contract with you is hereby renewed for supply of Bulk Explosives to all our Subsidiaries as per the following prices, Terms & Conditions:

**1. Duration of Contract**

The LTRC shall be effective from 01.08.2023 and will remain valid till 31.07.2028 or till Joint Venture (JV) with you becomes operational, whichever is earlier.

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

**2. Item Description, Quantity, Unit Price & Subsidiary-wise Allocation**

The item description and unit prices along with quantity and subsidiary-wise allocation for first 2 years are mentioned in **Annexure-1**. The quantity for subsequent years will be communicated later.

The subsidiary wise prices indicated are on FOR destination basis for supply down the hole at mine site, inclusive of freight, insurance and all other charges but excluding GST.

The monthly allocation will be placed by the respective subsidiary companies within their share of LTRC quantity as indicated in **Annexure-1**. Supplies would be strictly governed by the actual requirement of the collieries and as per the allocation/requisition 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 LTRC quantity keeping in view the actual need of the subsidiary

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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. LTRC 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 contract.

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

#### 4. Price and Price Variation during contract period:

The subsidiary wise prices are on FOR destination basis for supply down the hole at mine site inclusive of packing, forwarding, transit insurance and freight upto destination for all mines in the concerned subsidiaries of CIL. However, Goods & Service Tax (GST) shall be paid extra at actuals at legally applicable rates at the time of supply.

##### 4.1 The RC price for Bulk Explosives shall be revised on monthly basis based on the price variation formula indicated below:

$$P_r = \text{minimum of } "P_o (0.10 + 0.10 \times CI_r/CI_o + 0.60 \times AN_r/AN_o + 0.20 \times HSD_r/HSD_o)" \text{ and } "P_{OTP} \times 1.09"$$

where,

$P_r$  = Revised price as on the date of price revision

$P_o$  = Base price as on base date

$CI_r$  = All India Consumer Price Index (AICPI) for industrial workers [All India (2)] on a date three (3) months prior to the date of price revision, as available on RBI website ([www.rbi.org.in](http://www.rbi.org.in)).

$CI_o$  = All India Consumer Price Index (AICPI) for industrial workers [All India (2)] on a date three (3) months prior to the base date, as available on RBI website ([www.rbi.org.in](http://www.rbi.org.in)).

$AN_r$  = Price of Ammonium Nitrate (AN) on a date 5 days prior to date of price revision.

$AN_o$  = Price of Ammonium Nitrate (AN) on base date.

The price of AN shall be simple average price of the ex-works AN (100% Melt) price of Rashtriya Chemicals & Fertilizers Limited (RCF) and Gujarat Narmada Valley Fertilizers & Chemicals Ltd. (GNFC) in Rs./MT valid on the particular dates (base date & revision date).

$HSD_r$  = Retail Selling Price of Diesel in Kolkata, as available on the website of Petroleum Planning & Analysis Cell, MoPNG ([www.ppac.gov.in](http://www.ppac.gov.in)), on a date 5 days prior to the date of price revision.

$HSD_o$  = Retail Selling Price of Diesel in Kolkata, as available on the website of Petroleum Planning & Analysis Cell, MoPNG ([www.ppac.gov.in](http://www.ppac.gov.in)), as on base date.

$P_{OTP}$  = Price of Bulk Explosives supplied by regular RC holders as on date of price revision.

- The base price for each Subsidiary for 1<sup>st</sup> revision shall be the LTRC price to be finalized against this tender
- The base date for 1<sup>st</sup> revision shall be 01.08.2023.

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- The revised price/indices of each month shall be the base price/indices for next monthly revision.
- For 1<sup>st</sup> price revision, the AN<sub>0</sub> and HSD<sub>0</sub> shall be as on 01.08.2023. For subsequent price revisions, the AN<sub>0</sub> and HSD<sub>0</sub> shall be as on date 5 days prior to base date.
- The 1<sup>st</sup> price revision shall take place on the 01.09.2023. Subsequent revisions shall take place on the 1<sup>st</sup> day of the next month.

#### 4.2 Price Discount:

If in any subsidiary, the consumption exceeds 105% of Contract allocated quantity for that year, then the consumption beyond the 105% would be at prices limited to  $1.07 \times P_{OTP}$ .

It shall be responsibility of IOCL to inform the respective Subsidiary and CIL(HQ) whenever the consumption of a Subsidiary exceeds 105% of Contract allocated quantity for that year.

The discounted price shall be as follows:

$$P_D = \text{minimum of "P}_{IOCL}\text{" and "1.07 x P}_{OTP}\text{"}$$

Where,

$P_D$  = Discounted price for that month

$P_{IOCL}$  = Price of LTRC for that month as per Clause-4.1 above

$P_{OTP}$  = Price of Bulk Explosives supplied by regular RC holders for that month.

#### 5. Goods & Services Tax (GST)

- 5.1 GST shall be paid extra at actuals at legally applicable rates at the time of supply.
- 5.2 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 Bulk explosives shall be shown separately in tax invoice.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra.
- 5.7 E-way Bill: The e-way bill, if any, required in connection with supply of goods or services shall be arranged by you.
- 5.8 Where a tax invoice has been issued for supply of explosives 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, shall issue to the recipient a credit note containing such particulars as may be prescribed.

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- 5.9 Where a tax invoice has been issued for supply of explosives 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, shall issue to the recipient a debit note containing such particulars as may be prescribed.

**6. Price Fall Clause**

- 6.1 If the contract holder 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.

Note:

- i. The currency of contract will mean the period till completion of supply.
  - ii. It shall be responsibility of the supplier 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.
- 6.2 The price fall clause will be applicable only if supplies are made from the same manufacturing plant to other private organizations or Govt. Organizations or PSUs (excluding CIL and its Subsidiaries).
- 6.3 The provisions of price fall clause will not apply to the following:
- i. Export/Deemed Export by the supplier;
  - ii. Sale of goods at lower price on or after the date of placement of order of goods by the authority concerned, under the existing or previous RCs 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.

**7. Lowest Price Certificate**

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

"We certify that we have not offered to supply / supplied the ordered / similar item at a lower rate to any private organization or Govt. Organization or PSU (excluding CIL and its Subsidiaries) from the same manufacturing unit during the currency of the contract. It will be our responsibility to inform the Purchaser in case items same or similar to the supplied item have been offered / supplied to any private organization or Govt. Organization or PSU (excluding CIL and its Subsidiaries) at a lower price from the same manufacturing unit during the currency of the contract."

**8. 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.

**9. Paying Authority**

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

**10. Delivery Schedule**

- 10.1 Year wise and subsidiary wise Contract quantity for the 1<sup>st</sup> & 2<sup>nd</sup> years are indicated in Annexure-

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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 normally 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.

Note: The requirement of Bulk Explosives 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 by the subsidiaries may be more than the non-peak production period [Usually Quarter II of FY]. Hence, the allocation and requisition of quantity by the subsidiaries shall be made accordingly in compliance with the provision of the RC for quantities.

- 10.2** The supplies of explosives is to be made against formal written (letter/e-mail/fax) daily requisition only issued by GM (Production) / In-charge (Explosives) of respective subsidiary or their authorized representatives. GM (Production) / In-charge (Explosives) of respective subsidiary may authorize officers at Area / Unit level for smooth operation of daily requisition mechanism.

The day-wise requisition, supply and consumption data shall be maintained in a register under Blasting Officer of each Mine. Each entry (BMD Vehicle-wise) shall be countersigned by Supervisor / Operator accompanying the BMD and Blasting Officer of the Mine.

The supplier is liable to supply quantity as per the daily requisition issued by the subsidiary companies, failing which it will be considered as non-supply for evaluation of Delivery Performance.

The illustrations of daily record keeping are as follows-

Fulfilling Cases (in MT):

In case the daily supplied quantity is equal to the daily requisition quantity and the supplied quantity is either fully or partially consumed, then the requisition quantity and supply quantity shall remain unchanged as illustrated below-

Case	Requisition	Supply	Consumption	Revised Requisition	Revised Supply	Delivery Performance
I	10	10	10	10	10	100%
II	10	10	8	10	10	100%

Short Supply Cases (MT):

In case the daily supplied quantity is less than the daily requisition quantity and the supplied quantity is either fully or partially consumed, then the requisition quantity and supply quantity shall remain unchanged as illustrated below-

Case	Requisition	Supply	Consumption	Revised Requisition	Revised Supply	Delivery Performance
I	10	8	8	10	8	80%
II	10	8	7	10	8	80%

Excess Supply Cases (MT):

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In case the daily supplied quantity is more than the daily requisition quantity and the excess supplied quantity is either fully or partially consumed, then the requisition quantity and supply quantity shall be revised as illustrated below-

Case	Requisition	Supply	Consumption	Revised Requisition	Revised Supply	Delivery Performance
I	10	15	10	10	10	100%
II	10	15	15	15	15	100%
III	10	15	12	12	12	100%

**10.3** It would be mandatory to maintain 90% delivery performance to be evaluated on two monthly basis 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 daily requisitions issued in a particular 2 monthly period and quantity supplied against the same as illustrated under Clause-10.7 below.

**10.4** In case the two monthly delivery performance falls below 90% at any of the subsidiary company, as per report, duly signed by representative of subsidiary company and IOCL, 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

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

**10.6** Calculation of monetary penalty in terms of clauses-10.5 and 10.6 above, for different situations for "Bulk Explosives", is illustrated below:

Situation	Sum of daily requisitions (revised, if applicable) for the 2 month period	Sum of daily Actual supplied (revised, if applicable) quantity**	% of actual supply	% deduction of 90% delivery performance (limited to 40%)	Non-Supply quantity	Non-supply value (in Rs. Lakh) @Rs. 60,000 /MT	Value of penalty (Rs. Lakh)
(A)	(B)	(C)	(D)	If D<90 then E = min. of 40 or (90-D), else E = 0	(F=B-C)	(G=F x 60,000)	(H= E x G/100)
1	7000 MT	5800 MT	82.86	7.14	1200 MT	720	51.41
2	7000 MT	5460 MT	78	12	1540 MT	924	110.88
3	7000 MT	2800 MT	40	40	3000 MT	1,800	720.00
4	7000 MT	0 MT	0	40	7000 MT	4,200	1,680.00

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Note: Actual Supplied Quantity is different from Consumption Quantity. The Actual Supply Quantity needs to be measured by the Subsidiaries to arrive at the true Delivery Performance. In cases where Requisition Quantity and Supplied Quantity are revised, as illustrated above, the same should be reflected in Column B and C.

- 10.7** The delivery performance report shall be duly signed by the representative of IOCL and shall be intimated to CIL by the subsidiaries.

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

**11. Consignee**

GM of the respective Subsidiary Company who is in-charge of production / explosive requirement or their authorized representatives at the project / mine.

**12. Dispatch Instructions**

- 12.1** Packing and Marking: The Supplier shall provide such packing and marking of the Goods as is required by applicable Explosive Rules, Acts and PESO Guidelines.

- 12.2** The materials should be supplied duly secured.

- 12.3** Each invoice should quote reference to the following:

- LTRC number with date, and subsequent amendments, if any, for change in prices, extension of delivery dates, etc.
- Requisition (letter/e-mail/fax) reference no. and date.
- Vendor Code and Material Batch Code for SAP/ERP of CIL (as mentioned in **Annexure-1**)
- Manufacturer's Batch no. of Explosives

- 12.4** Invoice issued against the LTRC should not include supplies made against any other supply order(s).

- 12.5** Supply of explosives against the LTRC shall be accompanied by self-attested copy of valid PESO license.

- 12.6** The following certificate should be given on each invoice:

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

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

**13. 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

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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:

- When the supplier fails to deliver the materials even after extending the delivery period.
- 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.
- 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.

#### 14. Product Specifications & Random Test Parameters

Product Specifications and parameters for Random Testing for the offered item are provided under Annexure-2.

#### 15. Testing Facilities

- 15.1 The supplier shall ensure that essential equipment required for testing of explosives as detailed below are possessed and maintained by them for the required purpose:

Sl.	Particulars
1	Facility for testing of raw materials: i. Testing of Oxidizer ii. Testing of Fuels
2	Facility for testing of finished products: i. Density ii. Viscosity
3	Facility for temperature sensitivity test and impact sensitivity test.

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

Sl.	Particulars
1	PH Meter
2	Chemical Balance
3	Kitchen Balance
4	Viscometer
5	Water Bath
6	Heater
7	Dean & Stark Distillation Apparatus
8	Flash Point Apparatus
9	Thermometer
10	Mixer

- 15.2 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.

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- 15.3 The supplier is required to submit manufacturer's test certificate of different quality parameters as specified above, along with supply. 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.

**16. Random Test**

**TESTING BY CMPDIL**

- 16.1 The consignee subsidiary company shall conduct monthly random test of the explosives supplied by the supplier through CMPDIL as per SOP approved by CIL/CMPDIL.
- 16.2 The limits of technical parameters for random test are given under Annexure-2 titled 'Product Specifications and Random Test Parameters'.
- 16.3 The testing charges shall be borne by CIL/ Subsidiaries for carrying out the testing.
- 16.4 The random test shall be conducted every month in each subsidiary. The authorized representative from CMPDIL shall draw the required number of samples randomly in each month from any BMD Vehicle. The samples shall be drawn and tested on the same day at mine in presence of representatives of subsidiary and the supplier. Subsidiaries shall inform CMPDIL regarding the monthly allocation being made to suppliers.
- 16.5 The Sample shall be treated as "Not Meeting Standards" (NMS) in random test by CMPDIL if it does not meet any of the criterion specified under "Product Specifications and Random Test Parameters" in Annexure-2. Penalty levied on the total supply value (without GST) of explosives 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.
- 16.6 Number of samples to be tested in a contract year will be equally distributed (as far as practicable) amongst the months of the year.

**TESTING BY SUBSIDIARY COMPANY**

- 16.7 Apart from monthly random tests by CMPDIL, CIL reserves the right to conduct additional test of explosives to be done randomly by consignee subsidiary companies with an ultimate aim of achieving BMD Vehicle-wise testing of explosives.
- 16.8 The limits of technical parameters for these tests are given in Annexure-2 titled 'Product Specifications & Random Test Parameters'.
- 16.9 The testing charges shall be borne by CIL/ subsidiaries of CIL for carrying out the testing.
- 16.10 The additional test to be done randomly shall be conducted every month by each subsidiary. The authorized representative from subsidiary company shall draw samples randomly in each month. The samples shall be drawn and tested on the same day at mine in presence of representatives of the supplier.  
Sample quantities will be determined on pro-rata monthly basis i.e. No. of samples calculated on yearly basis against allocation to subsidiary companies shall be divided by 12 to determine pro-rata monthly number of samples to be tested.
- 16.11 The Sample shall be treated as "Not Meeting Standards" in additional test to be done randomly by subsidiary company if it does not meet any of the criterion specified in Annexure-2 and penalty @ 1% of total supply value (without GST) of explosives supplied in that month shall be deducted from the bills of the supplier by the concerned subsidiary company. This will be in addition to penalty indicated at Clause-16.5 above.

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**COMMON PROVISIONS FOR CMPDIL AND SUBSIDIARY COMPANIES**

- 16.12** Sample quantity of random testing – One sample to be taken for the first 200 tonnes of the annual allocated quantity for that year for that subsidiary on a particular supplier and one additional sample for every 300 tonnes or part thereof of annual allocated quantity for that year for that subsidiary. For example, in case of a supplier whose annual subsidiary allocation of Bulk Explosives is 1600 tonnes, a total of six  $(200/200 + 1400/300 = 6)$  samples will be tested.
- 16.13** Explosives of same BMD Vehicle will not be tested more than once in a day.
- 16.14** For the purpose of Random testing, the supervisor /operator accompanying the BMD vehicle will be treated as representative of supplier. Test result shall be finalized even if the representative refuses to sign the Test Result. Refusal to give the sample for testing shall be treated as failure/NMS. Failure to give sample for two consecutive months due to absence on the day of testing in spite of requisition for that day at particular mine or otherwise shall be treated as NMS for those two months.
- 16.15** Standard Operating Procedure (SOP) for random testing is available in CIL website ([www.coalindia.in](http://www.coalindia.in)) which is uniformly applicable in all CIL subsidiaries and NEC. Any changes in the Random Testing methodology and/or any future updation in the SOP by CMPDIL/ CIL will also be applicable to the LTRC with effect from the date of uploading in the CIL website or communication to you, whichever is earlier.
- 17. Powder Factor**
- 17.1** The mine wise annual average achieved powder factor for 2022-23, separately for Coal and OB in OC mines for departmental as well as outsourcing patches for following categories of operations has been provided in **Annexure-3** in the following format -
- PF for coal (Department and HOE)
  - PF for OB in shovel-dumper bench (Department and HOE, and Separate PF for 42 CuM Shovel)
  - PF for OB in dragline bench and dragline formation
- 17.2** Benchmark Powder Factor (BMPF) for the 1<sup>st</sup> year of LTRC shall be annual average of the achieved powder factor for the financial year 2022-23 (Annexure-3). BMPF for the 2<sup>nd</sup> year of LTRC shall be annual average of the achieved powder factor for the financial year 2023-24, and so on. BMPF for the LTRC period will be as follows:

LTRC Period	Applicable BMPF
Aug'23 to July'24	Average Achieved PF of FY-2022-23 (Annexure-3)
Aug'24 to July'25	Average Achieved PF of FY-2023-24
Aug'25 to July'26	Average Achieved PF of FY-2024-25
Aug'26 to July'27	Average Achieved PF of FY-2025-26
Aug'27 to July'28	Average Achieved PF of FY-2026-27

BMPF from 2<sup>nd</sup> year of LTRC onwards shall be circulated by subsidiary companies directly to the supplier with the approval of CMD of subsidiary company.

In case of OC mines / patches / benches not worked / discontinued in the previous financial year and thus the average achieved powder factor cannot be ascertained/not available for the LTRC year, then the average achieved powder factor of the immediate previous financial year shall be

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considered as BMPF for the corresponding LTRC period, with the approval of CMD of subsidiary company.

**17.3** The mine wise achieved powder factors of previous month shall be declared by the subsidiaries by end of the subsequent month and suitably be communicated to supplier by mail/fax/letter with copy endorsed to CIL.

**17.4** Failure to achieve the benchmark powder factors shall attract penalty as detailed in 'Performance and Penalty' clause below.

**17.5** In case of new opencast mines i.e. new projects/patches including outsourcing and hired HEMM patches, which may come up during the tenure of the contract and for which benchmark powder factor is not mentioned in the LTRC, the subsidiary shall formulate the powder factor as follows:

- a. Bench Mark PF shall be determined through a committee consisting of representatives from Sub Co. and CMPDIL.
- b. For second LTRC year, the Average PF achieved in previous year shall be fixed as Bench Mark PF.

All Bench Mark Powder Factor determined above should have approval of CMD of the subsidiary company.

**17.6** Mine-wise BMPFs may be reviewed by the CMD of the Sub. Cos. in consultation with CMPDIL on yearly basis, if the deduction/bonus at such mines exceeds 20% of the price of explosives. The revised PF, if any, shall apply for that year of the contract. For e.g. if BMPF applicable for 1<sup>st</sup> year of LTRC is reviewed, then the reviewed PF will be the BMPF for 1<sup>st</sup> year of LTRC and will be applicable from Aug'2023 to July'2024 in this case.

You have to lodge claim within three (3) months of receipt of annualized Achieved PF statement of the relevant year with the respective Subsidiary in case the deduction exceeds 20% of the price of explosives. Your claim shall be settled by respective Subsidiaries within three (3) months of lodging the claim. Any claim after the above period shall not be entertained.

If bonus exceeds 20% of the price of explosives, the respective Subsidiary shall initiate review immediately after completion of the relevant year.

**17.7** For new powder factors as well as review of existing powder factor cases explained above, CMD of the subsidiary company is empowered to issue the necessary amendment to the LTRC to incorporate the new/revised powder factors without referring the matter to CIL.

## **18. Use of Cast / Cartridge Booster**

**18.1** Cast booster shall be allowed to the extent of 0.2% maximum for Shovel & Dragline Benches for holes more than 10m length and upto 0.3% for holes below 10m length beyond which cost of the same will be borne by the suppliers.

**18.2** Any cartridge booster to be used with bulk explosives shall be indicated by the IOCL in terms of quantity. Minimum use of such cartridge booster will be preferred and the equivalent of cast booster is to be adjusted.

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18.3 Any increase in the usage of Cast Booster and Cartridge Booster over and above the stipulated percentage will be at IOCL's cost.

**19. Performance & Penalty**

19.1 The mine-wise achievement of powder factor should not be less than BMPF. The method of calculating the achieved powder factor shall be by the same method by which benchmark powder factors are calculated. For every percentage decrease in powder factor of Coal/OB compared to the BMPF, same percentage deduction of the price (without GST) of explosives shall be made.

19.2 In case the achieved powder factor is above 105% of the BMPF, then Bonus may be paid @ 0.3% (zero point three percent) of the price of explosives (without GST) for every percentage increase in powder factor over 100% of the benchmark. Thus, for achievement of powder factor between 100% to 105% of BMPF, there will be no bonus.

For e.g. when achieved PF is 106%, bonus to be paid will be equal to  $0.3\% \times 6 \times \text{Price of the explosives}$ .

19.3 In the event of failure of blast, the cost of explosives/accessories used in the blast and drilling cost will be recovered from the respective defaulting supplier(s). In case of blast failure, initially proportionate deduction (proportionate to value) will be made for both explosives and accessories. After investigating into the cause of failure as to which item (explosive or accessories) is responsible for the failure, final deduction will be made accordingly.

19.4 The BMPF shall also apply in case of explosives supplied to contractors in outsourcing patches (wherever separate Powder Factors for outsourcing patches are not indicated), if the explosives purchased by CIL is used in such patches with the condition that only the net cost of explosives and accessories (after deduction on account of powder factor) is recovered from the outsourcing contractor.

19.5 The payment shall continue to be made as per RC terms. The penalty/ bonus, as the case may be, shall be on LTRC year basis on the average achieved PF against the BMPF. However, the PF evaluation will be done provisionally every 3 months against the achieved PF in that mine with respect to defined BMPF as per Clause-17.2 and accordingly deduction, if any, on account of non-achievement of BMPF shall be made from the bills of IOCL. The reconciliation of the provisional deductions if any will be made on LTRC year basis.

19.6 Deduction due to non-achievement of powder factor shall be made from the price of explosives only and not from accessories prices.

**20. Stability Period**

Bulk Loading Explosives should be suitable for varying sleeping times (Must be stable for minimum 10 days).

**21. Verification of Infrastructure & Transport Facilities**

CIL/Subsidiary companies reserve the right to physically and by any other method (as applicable) verify the documents, infrastructure and transport facilities.

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## 22. Technical Service

- 22.1 Whenever a manufacturer supplies explosives for the first time to a subsidiary, 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 explosive is 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. However, at least one technical representative (who is minimum a Diploma in Mining) shall be posted in each subsidiary. In case of SECL and MCL, in view of geographical distances, two separate representatives (each) for Korba & CIC of SECL and Talcher & IB Valley of MCL shall be posted.
- 22.3 The technical representative of a supplier shall report to user within 48 hours of call (letter/fax/mail) including calls regarding Clause-22.4 and 22.5 below, and failure to reach the caller within 48 hours shall attract a penalty of Rs 50,000 per call/service. Calls (letters/fax/mail) 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-22.6 & 22.7 mentioned below will also attract a penalty of Rs 50,000/- in each case.
- 22.4 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.
- 22.5 Whenever there is a special problem like vibration and noise near any structure or dwelling and deflagration of explosives, technical representative of the manufacturer along with necessary equipment shall immediately attend to them and solve the problem jointly with the mine representative.
- 22.6 Half yearly workshop/training 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 explosives for safe and efficient operation and for improvement of blasting efficiency.
- 22.7 Quarterly technical service report shall be submitted by the supplier to the concerned subsidiary companies.

## 23. Specific Gravity

The supplier shall measure specific gravity of the bulk explosives by the standard method and the method of calculating the amount of bulk explosives pumped down the hole will be counter checked with net delivered through weighbridge on day to day basis.

## 24. Statutory Obligations

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

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**25. Transportation**

You shall provide transportation of the Goods in PESO approved BMD Vehicles 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.

**26. Other Terms & Conditions**

The terms and conditions, which are not specifically mentioned herein above, shall be as per "General Conditions of Contract" enclosed as **Annexure-4**. The clauses that are not applicable to the present Contract have been struck through.

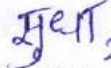
The provisions of CIL Purchase Manual and its subsequent amendments (available on CIL website, [www.coalindia.in](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in the LTRC.


**27. 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.

**28.** CIL reserves the right to modify the Terms & Conditions of the LTRC, in order to synchronize with RCs for Bulk Explosives to be concluded against open tender in due course.

The contract is concluded with issuance of this LTRC. 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

  
(D. V. Sudha)  
Deputy Manager (MM)

  
(A. Fernando)  
General Manager (MM)



**संलग्न -**

1. Annexure-1 – Item, quantity, subsidiary-wise distribution, price & CIL SAP Details
2. Annexure-2 – Product Specifications & Random Test Parameters
3. Annexure-3 – Bench Mark Powder Factor of each mine (for 1<sup>st</sup> year)
4. Annexure-4 – General Conditions of the Contract

**टिप्पणी -**

This is issued with the approval of CIL Board in its 455<sup>th</sup> meeting held on 19.07.2023 communicated vide email dated 27.08.2023 of Company Secretary, CIL.

**प्रतिलिपि -**

1. ED (Production) / Mgr. (Fin.)-MM, CIL
2. GM (IED) / GM (Fin.), BCCL
3. GM (Ops.) / GM (Fin.), CCL
4. GM (Prod./CSM/Blasting) / GM (Fin.), ECL
5. TS to DT (Ops.) / GM (Fin.), MCL
6. GM (Prod.) / GM (Fin.), NCL
7. TS to DT (Ops.) / GM (Fin.), SECL
8. GM (E&BT) / GM (Fin.), WCL

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## Annexure-1

**Item:** Bulk Explosives

**Product Name:** INDOGEL 614 / 1116 SERIES

**Quantity Allocation:**

The Subsidiary-wise quantity allocation for the first two years of the LTRC is as follows:

Allocation	ECL	BCCL	CCL	NCL	WCL	SECL	MCL	Total
2023-24	17000	26000	18000	105000	23000	79000	61000	329000
2024-25	19000	27000	21000	106000	26000	88000	75000	362000

The quantity for subsequent years will be communicated later.

**Price:**

The prices (in Rs. / MT) are as follows:

ECL	BCCL	CCL	NCL	WCL	SECL	MCL
49,217	50,427	51,031	46,436	44,500	46,799	48,251

**CIL's SAP Details:**

SAP Vendor Code – 10002483

Item Description	Product Name	SAP Material Code
Bulk Explosives	INDOGEL 614 / 1116 SERIES	5900000000

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## Product Specifications &amp; Random Test Parameters

Sl.	Particulars of test to be conducted		Acceptable Standards
1	Velocity of detonation <sup>#</sup> (m/sec.)	Fresh Sample * After Sleepage in water(24 hrs)	$\geq 3500$
2	Density (gm/cc)	Fresh Sample *After Sleepage in water(24 hrs)	1.15 +/- 0.05
3	Booster Sensitivity	Fresh Sample *After Sleepage in water(24 hrs)	Sample should fire with Cast Booster (PETN) 100 gm / Cast Booster (Emulsion) 150 gm

<sup>#</sup>Unconfined with 83 mm dia

\*Where sleepage is not available, criterion of Not Meeting Standards shall be done on fresh sample. If any explosives fails to explode, the product will be treated as Not Meeting Standards.

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".

The above technical parameters shall also be treated as the acceptable technical specification for technical evaluation of offered items.

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**Benchmark Powder Factor (BMPF)****(Actual achieved PF for FY2022-23 applicable as BMPF for the period 01.08.2023 to 31.07.2024)**

Benchmark powder factors for OC mines showing:

- Benchmark Powder Factor for coal (Department & HOE)
- Benchmark Powder Factor for OB in Shovel-Dumper bench (Department & HOE and separately for 42 CuM Shovel)
- Benchmark Powder Factor for OB in Dragline bench and Dragline formation

Powder factor for Coal in Te/Kg and OB in CuM/Kg

**ECL**

AREA	NAME OF MINE	COAL	OB
PANDAVESWAR	KHOTADIH OC	7.75	3.03
	KHOTTADIH OC (H)	-	-
	MADHAIPUR OC	5.75	3.51
	DALURBAND OC PH-II (H)	6.14	2.09
	DALURBAND OC PH-III	-	2.10
BANKOLA	NAKRAKONDA KUMARDIHI B	5.39	1.70
KAJORA	JAMBAD OC (D)	4.13	2.29
	JAMBAD OC (H) / VPS	-	1.72
	MADHABPUR OC (H) 5 YR.	-	-
KENDA	BANBAHAL OC (H)	4.32	2.21
	NEW KENDA	3.25	1.75
	CL JAMBAD	-	2.21
	SHANKARPUR	4.76	2.03
KUNUSTORIA	BANSRA OC (H)	5.56	1.91
	N SEARSOLE PH III	3.26	2.20
	N SEARSOLE PH IV	3.27	2.36
SONEPUR BAZARI	D/L BENCH	-	1.78
	S/D BENCH	-	1.65
	SBP (D)	5.13	-
	ICL	4.92	1.69
	D/L Sec-I	-	1.43
	MAHALAXMI 2/PART B(H)	-	1.88
	Quarry 2B	-	1.76
	BONBAHAL	3.77	1.78
	CMAT-1A(2C-2D)	-	1.87
	UCC	-	1.42
	AMKOLA	3.82	1.92
	HIGHWALL	-	1.59



AREA	NAME OF MINE	COAL	OB
SATGRAM-SRIPUR	DAMALIA OC(H)	-	-
	KALIPAHARI A PATCH	3.15	3.52
	BHANORA OC (H)	-	1.85
SALANPUR	BONJEMIHARI (D)	6.44	1.37
	BONJEMIHARI (H)	-	-
	DABOR PH-III OC (H)	5.12	1.48
	MOHANPUR OC(D)	-	-
	BEGUNIA(H)	3.46	1.64
	ITAPARA(H)	5.03	2.18
	GOURANGDIH (D)	6.10	2.55
	MOHANPUR OC(H)	4.22	1.68
MUGMA	BARMURI OC	3.21	1.98
	RAJPURA OC	4.59	2.46
	GOPINATHPUR OC	6.30	2.19
	NIRSA OC (H)	5.90	2.31
	KAPASARA (H)	4.82	1.67
	BADJNA OC (D)	2.52	-
	BADJNA OC (H)	2.48	2.20
	CHAPAPUR OC (H)	4.66	1.59
S.P.MINES	CHITRA OC (D)	7.97	2.75
	CHITRA OC PATCH	-	1.80
RAJMAHAL	RAJMAHAL (D)	6.73	4.09
	MIPL	-	-
	BLS(H)	-	3.82
	RCML (H)	6.00	4.00
	A4 & A5 PATCH OC(H)	-	-
	AMPL(H)	-	4.43

## BCCL

Sl.NO.	Name of Area & Mine	Deptt./ Hired	OC Mines		
			Coal PF	OB PF	OB PF
			Shovel / Dumper		Dragline
BARORA					
1	MURAI DIH COLLIERY	Deptt.	5.70	1.37	-
2	MURAI DIH (HIRED) PATCH - A-3	Hired	5.50	1.33	-
3	PHULARITAND (HIRED) HEMM PATCH, AMP COLLIERY	Hired	4.80	1.31	-
4	DAMODA (HIRED) PATCH - A-3	Hired	-	1.10	
BLOCK II					
1	AMALGAMATED BLOCK-II OCP	Deptt.	6.60	1.59	0.94



Sl.NO.	Name of Area & Mine	Deptt./ Hired	OC Mines		
			Coal PF	OB PF	OB PF
			Shovel / Dumper		Dragline
2	BENIDIH (HIRED) PATCH	Hired	6.60	1.59	-
3	NEW BENIDIH (HIRED) PATCH	Hired	6.64	1.29	-
<b>GOVINDPUR AREA</b>					
1	BL-IV / KOORIDIH	Deptt.	10.50	2.40	-
2	NEW AKASHKINAREE COLLIERY	Deptt.	7.77	2.50	-
<b>KATRAS AREA</b>					
1	AGKCC (HIRED) PATCH - B	Hired	5.53	2.11	
2	AKWMC MUDIDIH-OC	Deptt.	8.55	1.89	-
3	KANTAPAHARI (HIRED) PATCH	Hired	4.60	1.57	-
4	TETULMARI (HIRED) PATCH	Hired	6.74	1.65	-
<b>SIJUA AREA</b>					
1	NICHITPUR COLLIERY	Deptt.	7.38	1.45	-
2	BASDEOPUR DEPT. PATCH	Deptt.	8.21	1.48	-
3	TETULMARI COLLIERY	Deptt.	6.80	1.68	-
4	SENDRA BANSJORA (HIRED) PATCH	Hired	7.64	1.56	-
5	KANKANEE (HIRED) PATCH - B	Hired	6.85	1.72	-
6	KANKANEE (HIRED) PATCH - D	Hired	6.85	1.72	-
7	NICHITPUR (HIRED) PATCH-B	Hired	6.10	1.23	-
8	TETULMURI (HIRED) PATCH	Hired	5.70	1.25	-
<b>KUSUNDA AREA</b>					
1	ADIC (DHANSAR) OCP (D)	Deptt.	4.54	1.52	-
2	NGKC (HIRED) PATCH - C	Hired	3.79	1.51	-
3	EAST BUSURIA (HIRED) PATCH - C	Hired	5.34	1.19	-
4	GONDUDIH (HIRED) PATCH - R	Hired	5.61	1.06	-
5	ENA (HIRED) PATCH	Hired	4.49	1.75	-
<b>PB AREA</b>					
1	GOPALICHUK (HIRED) PATCH	Hired	-	1.97	-
<b>BASTACOLLA AREA</b>					
1	KUYA OCP (DEPT.)	Deptt.	8.15	1.47	-
2	NC (HIRED) PATCH - II	Hired	7.51	0.96	-
3	ROCP / SOUTH JHARIA (HIRED) PATCH	Hired	5.64	1.23	-
4	BASTACOLLA OCP-1 (HIRED) PATCH	Hired	6.09	1.07	-
<b>LODNA AREA</b>					
1	NTST OCP	Deptt.	6.07	1.04	-
2	NTST (HIRED) PATCH - B	Hired	5.94	1.02	-
3	MEGA PATCH - D OF AMAL. JOYRAMPUR COLLIERY	Hired	6.11	1.49	-



Sl.NO.	Name of Area & Mine	Deptt./ Hired	OC Mines		
			Coal PF	OB PF	OB PF
			Shovel / Dumper		Dragline
4	JEENAGORA (HIRED) PATCH - F	Hired	6.18	0.91	-
5	KUJAMA (HIRED) PATCH - G	Hired	-	1.63	-
<b>EASTERN JHARIA AREA</b>					
1	BHOWRA SOUTH (HIRED) PATCH - 4A	Hired	4.62	1.51	-
2	COCP (HIRED) FIRE PATCH-A	Hired	5.51	1.46	-
3	ASP COLLIERY (HIRED) PATCH - X-2	Hired	5.44	1.37	-
<b>CHANCH VICTORIA AREA</b>					
1	BASANTIMATA-DAHIBARI OCP	Deptt.	5.26	1.82	-
2	HIRED PATCH - B OF BASANTIMATA-DAHIBARI COLLY.	Hired	4.01	1.46	-

## CCL

Area	Mine/Unit	OC Mines			
		Coal PF		OB PF	
		Departmental	HOE	Shovel-Dumper Bench Depart.	HOE
BARKASAYAL	Urimari	3.81		1.61	
	Birsa	3.20	2.89	1.32	1.40
	Sayal D		3.07		1.90
	Balkudra		2.95		1.50
ARGADA	Gidi-A	3.67		1.45	
	Gidi-C	3.88		1.51	
	Religara	4.24	3.85	1.20	1.67
	Sirka			1.93	
NORTH KARNPURA	Dakra	4.84		1.98	
	Purnadih	4.18		2.57	
	Rohini	4.60		1.95	
	KDH	4.86		2.15	
RAJHARA	Tetariakhar	5.77	6.28	2.64	2.50
PIPARWAR	Ashoka	5.13	5.14	2.19	2.04
Amrapali - Chandragupta	Amrapali		4.45		2.13
Magadh- Sanghmitra	Magadh		4.97		2.69
RAJRAPPA	Rajrappa Deptt.	5.31		1.27	
KUJU	Karma	5.46		1.92	
	Topa	3.01		1.21	1.10
HAZARIBAGH	Tapin(N)	3.33	3.05	1.33	1.29
	Tapin(S)		3.81		1.41
	Jharkhand	5.57		1.38	
	Parej	5.86		1.57	
B&K	Bokaro		4.45	2.49	
	Karo		6.41		2.01
	AKK/KMP Konar	4.90	5.22	1.52	1.53
DHORI	Giridih			1.28	

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Area	Mine/Unit	OC Mines			
		Coal PF		OB PF	
		Departmental	HOE	Shovel-Dumper Bench	
				Depart.	HOE
KATHARA	Kabribad	4.06		2.10	
	Amlo / AADOCM	5.41	5.48	1.33	1.13
	SDOCM	5.63		1.31	1.27
	Kathara	4.29	4.46	1.89	1.45
	Jarangdih	5.32	5.30	1.21	1.29
	Govindpur Phase II	6.02	4.87	1.52	1.30

## NCL

SI	NAMES OF MINE	COAL PF (Te/kg)	OB PF (cum/kg)			
			SHOVEL DUMPER		DRAGLINE	D/L FORMATION
			DEPT	HIRED		
1	AMLOHRI	6.91	1.64	1.64	1.445	1.63
2	BINA	5.36	1.72	1.73	1.58	
3	DUDHICHUA	4.98	1.84	1.82	1.83	1.60
4	JAYANT	5.64	1.77	2.19	1.80	1.89
5	JHINGURDAH	8.39	2.02	1.95		
6	KAKRI	6.89	1.69			
7	KHADIA	5.48	1.70	1.94	1.73	
8	NIGAH	4.75	1.36	1.57	1.50	1.56
9	KRISHNASHILA	5.93	2.77	2.14		
10	BLOCK-B	5.67		1.60		

## WCL

AREA	Name of Mine	OC Mines			
		Coal PF		OB PF	
		Dept.	HOE	Dept.	HOE
Chandrapur	HLOC		5.9		2.15
	Durgapur OCM	4.95		1.48	1.95
	Padmapur OCM	5.8		2.15	
	Bhatadi OCM	5.87		2.52	2.66
Ballarpur	Ballarpur OCM		4.84		2.99
	Dhoptala		7.03		2.75
	Sasti OCM	4.31		2.26	2.53
	Gauri Exp OCM	5.19		2.13	2.22
	Gauri Deep OCM	5.17		2.73	
	Pauni II OCM		5.21		2.24
Majri	NMOC – II A Exp	4.36			2.6
	NMUG to OC	4.79		2.19	2.22
	Yekona ( Amalg)		6.02		2.29

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AREA	Name of Mine	OC Mines			
		Coal PF		OB PF	
		Dept.	HOE	Dept.	HOE
Wani	Naigoan OCM	6.37		1.63	1.79
	Neejai Deep OCM	7.15		2.08	2.08
	Mungoli OCM	5.83		2.36	2.28
	Kolgoan OCM		6.82		2.21
	Penganga OCM	5.97		2.56	2.36
Wani North	Ukni OCM	4.68		2.4	2.45
	Kolarpimpri OCM		6.11		2.86
	Junnad OCM	4.7			1.83
	Ghonsa OCM	4.91	5.02	2.01	2.02
Nagpur	Gondegoan OCM	6.36	5.95	2.29	2.66
	Amalgated InderKamptee OCM	6.24	5.69	2.84	2.14
	Bhanegoan OCM		6.98		2.34
	Shingori OCM		5.95		1.83
	Adasda UG to OC		6.14		2.42
Umrer	Umrer OCM	6.48	4.57	2.69	
	MKD-1 OCM		6.56		2.06
	Gokul OCM		7.54		1.71
	Mkd-3 OCM		7.87		2.06
Pench	Urdhan OCM		5.89		1.48
	New Sethia OCM		6.63		1.96
Kanhan	Mohan OC Ph-IV		7.99		4.38

## SECL

AREA	Name of Mine	OC Mines					
		Coal PF		OB PF			
		Dept.	Cont.	Dept.	Cont.	42cum	Dragline
Bhatgaon	Jagannathpur		2.50		1.65		
Bishrampur	Amera		2.82		1.68		
	Amgaon		3.86		2.14		
Chirimiri	Chirimiri	4.81	4.82	1.80	1.80		1.39
Hasdeo	Rajnagar		4.50		1.66		
Jamuna Kotma	Amadand	3.73	3.97	1.55	1.63		
Johilla	Kanchan		4.48		1.79		
Sohagpur	Dhanpuri	4.65	4.51	1.60			1.20
	Amlai	5.08	5.61	1.25	1.53		
	Sharda				1.36		
Gevra	Gevra	3.93		2.43	1.60	1.53	
Dipka	Dipka	4.03		1.95	1.57	1.56	

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AREA	Name of Mine	OC Mines					
		Coal PF		OB PF			
		Dept.	Cont.	Dept.	Cont.	42cum	Dragline
Kusmunda	Kusmunda	4.58		2.18	2.04	1.59	
Korba	Manikpur	3.88	4.00		1.42		
	Saraipali				1.72		
Raigarh	Chaal		3.46		1.91		
	Baroud		3.16		1.65		
	Jampali		2.04		1.99		
	Bijari		3.08		1.87		

**MCL**

SL. No	MINE	OC Mines				
		COAL PF (Te/Kg)		OB PF (cum/kg)		
		DEPT	HOE	SHOVEL-DUMPER DEPT	SHOVEL-DUMPER HOE	DRAGLINE
1	Jagannath OCP	4.91	-	2.24	2.04	-
2	Bharatpur OCP	4.28	4.22	2.03	1.82	-
3	Ananta OCP	4.96	4.96	2.78	2.09	-
4	Lingraj OCP	4.81	5.22	2.34	2.58	-
5	Kaniha OCP	-	-	-	2.49	-
6	Hingula OCP	4.7	4.78	2.28	2.13	-
7	Balram OCP	-	4.37	2.33	2.42	-
8	Lajkura OCP	-	4.45	1.86	1.94	-
9	Samleswari OCP	3.75	3.79	1.91	1.99	-
10	Belpahar OCP	3.84	3.84	2.24	2.02	-
11	Lakhanpur OCP	3.96	3.96	2.28	2.02	-
12	Garjanbahal OCP	4.25	4.43	2.42	2.52	-
13	Basundhara OCP	-	3.28	2.31	2.41	-
14	Kulda OCP	-	3.8	-	2.41	-

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*[Signature]*



**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.

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- 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:
  - i) Specifications;
  - ii) Drawing;
  - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
  - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
  - v) 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;
  - vi) Proprietary make denoting the product of an individual manufacturer;
  - vii) 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.

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## 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 10% 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 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- 6.2 The Security Deposit shall be in the form of a Bank Demand Draft 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 10% of the contract value, 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. In case of Contracts for procurement of Equipment along with Warranty Spares & Consumables (if applicable) and additional Spares & Consumables for more than one year, the Security Deposit shall be for 10% of each equipment landed value along with maximum annual landed value of Spares & Consumables per 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

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award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% 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. 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 Performance Guarantee shall be for 10% of equipment landed value along with maximum annual landed value of Spares & Consumables.
- 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 Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.
- 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,

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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

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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 words 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:

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

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~~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.~~

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- ~~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.~~

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#### **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:

- drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- the method of shipment or packing;
- the place of delivery; and/or
- 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**

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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 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.~~

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## **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.

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- 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 and 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.

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**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. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)**

**28.1** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) 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 its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India.

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

"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

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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.”

**29. 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.

**30. 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](http://www.coalindia.in)) shall also be applicable, if not specified otherwise in this Bid document.

**31. Applicable Law**

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

**32. 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.

**33. 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 (M&C),  
Coal India Limited,  
Coal Bhawan, Premises No. 04,  
Plot No. AF-II, Action Area 1A,  
New Town Rajarhat,  
Kolkata -700 156, West Bengal, India  
Fax No.:+9133- 23244115  
Phone: +9133 - 23244127]

Supplier:

M/s. Indian Oil Corporation Limited  
(IBP Division)  
34A, Nirmal Chandra Street  
Kolkata – 700 013

- 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.

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