

<p>कोल इंडिया लिमिटेड विपणन तथा विक्रय विभाग कोल भवन, प्रांगण सं 04 एमएआर, प्लॉट सं - एएफ-III, एक्शन एरिया - 1ए न्यू टाउन, राजरहाट, कोलकाता- 700 156 फोन: 033-23244214, फैक्स: 033-23244229 सीआईएन: L23109WB1973GO1028844 ईमेल : eauction.cil@coalindia.in वेबसाइट : www.coalindia.in</p>		<p>COAL INDIA LIMITED MARKETING AND SALES DEPARTMENT</p> <p>COAL BHAWAN, PREMISE NO- 04 MAR PLOT- NO -AF-III, ACTION AREA-1A, NEWTOWN, RAJARHAT, KOLKATA -700 156 Ph:033-23244214, Fax: 033-23244229 CIN: L23109WB1973GO1028844 E-MAIL : eauction.cil@coalindia.in WEBSITE : www.coalindia.in</p>
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Ref. No. CIL/M&S/ *linkage auction/03*

Date: 07.01.2022

To
The Director,
Central Institute of Mining and Fuel Research (CIMFR)
POFRI, DHANBAD-828108,
JHARKHAND.

Subject: Work Order for appointment of assessing of normative quantity of coal requirement for Non-power sector

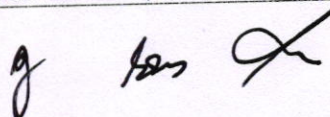
Dear Sir,

Coal India Limited is pleased to accept your offer received vide letter no. CIMFR/COMB/NORMATIVE/2021-22/03 dated 20.12.2021 and re-appoint you for assessing of normative quantity of coal requirement for Non-power sector as per the terms and conditions given below:

1.	Objective, scope and duration of the project	<p>Objective: Assessment/verification of normative quantity of coal requirement for different industries based on industry wise technical inputs received from Coal India.</p> <p>Scope:</p> <ol style="list-style-type: none"> 1. Assessing/verifying the normative coal requirement of the bidders participating in the NRS linkage auction for the first time and report to the respective coal companies/CIL. 2. The bidders whose normative requirement quantity has already been assessed/verified during earlier tranches of NRS Linkage auction shall not be reassessed unless there is change in plant capacity, RFP etc. The assessment/verification carried out during the earlier tranches is to be made available to the coal companies. 3. In the cases where there is any change in plant capacity, RFP etc. of already assessed/verified bidders, reassessment of normative quantity shall be undertaken and reported to respective coal companies/CIL. <p>The industries are to be in the domain of following sectors:</p> <ol style="list-style-type: none"> a) Fertilizers b) Paper and pulp c) Textile d) Petro Chemicals e) Chloro -Alkali f) Rubber industries g) Coke making h) Glass Industries i) Refractories j) Lime Calcinations k) Tea manufacturing
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		l) Fine Ceramics m) Producers Gas n) Rolling Mill o) Brick p) SSF Unit q) Food processing r) Steam Generation in Boiler s) Co-generation units t) CPP u) Cement v) Any other coal based industries Project duration: Total: 12 months from the issuance of this work order.
2.	Programme of work with milestones and deliverables envisaged from CSIR	(i) Respective subsidiaries of CIL (including NEC) shall submit the information/documents for verification of normative requirement to CIMFR directly. (ii) CIMFR shall accordingly verify the information/documents provided by the respective subsidiary and submit an End Use Plant (EUP) wise report to the relevant subsidiary in the format provided in Annexure I as soon as the verification of normative requirement of the EUP is complete. (iii) CIMFR shall also submit a consolidated quarterly list of assessment/verification to CIL within 15 days of completion of every 3 months in the format provided in Annexure II for the purpose of quarterly payment as per work order. (iv) The consolidated assessment/verification list for the last 3 months of the contract shall be submitted within two months of the expiry of the contract along with the following for the purpose of payment of last instalment. (a) Consolidated assessment/verification list for the whole contract period. (b) Certification from CIMFR that the assessment/verification report for all cases referred by subsidiary Coal Cos./NEC during the contract period have been submitted to the respective Coal Cos. (v) Consolidated assessment/verification status report shall be submitted to CIL via email to the following id: 1. eauction.cil@coalindia.in (vi) EUP wise report shall be submitted by CIMFR to the respective subsidiaries via email to the following ids or any other email id as desired by the subsidiary: 1. ECL hodsnm.ecl@coalindia.in 2. BCCL gmsales@bccl.gov.in 3. CCL gmsnm.ccl@coalindia.in 4. NCL gmsales.ncl@coalindia.in 5. WCL gmsmwcl@gmail.com 6. SECL gmsm.secl@coalindia.in 7. MCL gm-snm.mcl@coalindia.in 8. NEC necsales@gmail.com (vii) Any correspondence with subsidiaries shall be done through above email ids or any other email id as desired by the subsidiary. (viii) CIL reserves the right to call for EUP wise detailed assessment report(s) at any point of time.
3.	Project Cost.	Project Cost: Rs. 64, 00,000/- (Rupees Sixty four lacs only) plus taxes as applicable to be paid in four equal installments. Each installment of Rs. 16,00,000/- (Rupees Sixteen lacs + Tax as applicable) to be paid on 3 monthly basis after receipt of 3 monthly Reports from CIMFR. Last Installment would be payable as detailed in 2(iv) above.

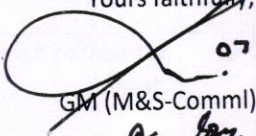


		<div>Accounts details of CSIR-CIMFR for money transfer are as under:</div> <table><tr><td>Name & Address of The Institute</td><td colspan="2">CSIR-Central Institute of Mining and Fuel Research. Barwa Road, Dhanbad-826015(Jharkhand) India.</td></tr><tr><td>Bank & Address</td><td>State Bank of India. Hirapur, Dhanbad-826001</td><td rowspan="7"></td></tr><tr><td>Bank Account No.</td><td>30256736794</td></tr><tr><td>IFSC Code No.</td><td>SBIN0001670</td></tr><tr><td>CSIR-CIMFR TAN Number</td><td>RCHC00910A</td></tr><tr><td>CSIR PAN Number</td><td>AAATC2716R</td></tr><tr><td>GSTN No.</td><td>20AAATC2716R1ZT</td></tr><tr><td>CSIR-CIMFR SERVICE TAX CODE (Registration Number)</td><td>AAATC2716RSD035</td></tr></table>	Name & Address of The Institute	CSIR-Central Institute of Mining and Fuel Research. Barwa Road, Dhanbad-826015(Jharkhand) India.		Bank & Address	State Bank of India. Hirapur, Dhanbad-826001		Bank Account No.	30256736794	IFSC Code No.	SBIN0001670	CSIR-CIMFR TAN Number	RCHC00910A	CSIR PAN Number	AAATC2716R	GSTN No.	20AAATC2716R1ZT	CSIR-CIMFR SERVICE TAX CODE (Registration Number)	AAATC2716RSD035
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4.	Deliverables Accepting Authority	GM (M&S), Coal India Limited.																		
5.	Documents for payment	Invoice in duplicate (original duly stamped and pre-receipted) along with supporting documents/reports for payment on the basis of certification of acceptance of deliverables by CIL.																		
6.	Paying Authority	GM/HOD (Finance- M&S)), Marketing Division, Coal India Limited, New Town, Rajarhat, Kolkata-700156.																		
7.	Legal Jurisdiction	Matter relating to any dispute or difference shall be subject to the jurisdiction of Kolkata Court only.																		
8.	Liquidated damages for delay	In the event of any delay in completion of assignment beyond the scheduled time in terms of Clause 2(iv) (b) of this work order due to reasons attributable to the Central Institute of Mining and Fuel Research CIMFR, an amount equivalent to 0.5% of the contract value for each week of delay or part thereof, subject to a maximum of 10% of the contract value shall be imposed and the same shall be recovered from the amount of last installment payable to the CIMFR.																		
9.	Termination	<p>CIL may at any time, should it deem necessary to do so, terminate this work forthwith by giving prior one month written notice to the Central Institute of Mining and Fuel Research (CIMFR). CIL may also terminate the work for default or failure by the Central Institute of Mining and Fuel Research (CIMFR) of any of the obligations of the Central Institute of Mining and Fuel Research (CIMFR) under the contract, including but not limited to:</p> <div><div>a)</div><div>Failure to start work within 10 (Ten) days from the issue of this Letter.</div></div> <div><div>b)</div><div>Failure to carry out the services to meet the progress as per schedule.</div></div> <div><div>c)</div><div>Failure to execute the services in accordance with the Contract.</div></div> <div><div>d)</div><div>Abandonment of the services/works or any part thereof.</div></div> <div><div>e)</div><div>Substantial suspension of the services or any part thereof for a period of 14(fourteen) days or more without approval of CIL.</div></div> <div><div>f)</div><div>If there is change in the constitution or in the circumstances or organization of the CIMFR, which is detrimental to the interests of CIL.</div></div> <div><div>g)</div><div>Dissolution of the Central Institute of Mining & Fuel Research (CIMFR) or commencement of liquidation or winding-up (whether voluntary or compulsory) or appointment of a receiver or manager of any of the Central Institute of Mining and Fuel Research (CIMFR)'s assets and/or insolvency of the Central Institute of Mining and Fuel Research (CIMFR).</div></div>																		

		<p>h) If the Central Institute of Mining and Fuel Research (CIMFR) assigns or attempts to assign its interest on any part thereof in the contract.</p> <p>i) If the Central Institute of Mining and Fuel Research (CIMFR) does not fulfill or violates the confidentiality requirements.</p> <p>j) If the Central Institute of Mining and Fuel Research (CIMFR) is working against the interests of CIL and the work.</p> <p>In the event of termination of the contract pursuant to above, Central Institute of Mining and Fuel Research (CIMFR) shall carry out any reasonable instruction of CIL in connection with such termination. Termination of this contract shall not relieve either party of their obligations under the contract with respect to the work performed by either party prior to such termination.</p>
10.	Integrity Pact	CIMFR shall duly sign the Integrity Pact as per the proforma enclosed. (Annx.III)
11.	Compliance Guidelines of	CIMFR shall comply with the relevant and extant instructions of Govt. of India, GFR issued by Ministry of Finance, guidelines of CVC, as applicable to the subject matter of the advice/ Service to be rendered by the CIMFR.
12.	Conflict of Interest	CIMFR shall avoid any conflict of Interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of CIL, while rendering service in respect of subject assignment. CIMFR must act, at all times, in the interest of CIL and render and advice/ service with professional integrity.

You are requested to send your acknowledgement of receipt of this work order confirming its acceptance. You are also requested to ensure that the work is completed strictly as per the schedule mentioned above.

Yours faithfully,


 07/01/2024
 GM (M&S-CommI)
 g. Jan.

Copy to:

- 1) Director (Marketing)/Director (Finance)/Director (Technical), CIL for kind information please.
- 2) GM/TS to Chairman, CIL.
- 3) GM (Vigilance), CIL.
- 4) GM /HOD (M&S), CCL/BCCL/ECL/SECL/WCL/MCL/NCL.
- 5) GM, NEC.
- 6) HOD (Finance-M&S), CIL.

Format of the EUP wise report submitted to Coal Companies (CIL subsidiaries)

S. No	Date of receipt of Information	Date of Submission to CIMFR	Corresponding CIMFR norms	Fresh Assessment done(Yes/No)	Remarks

In addition, the report shall also cover the following:

1. Calculation submitted by the EUP on the auction platform.
2. Result as calculated by CIMFR for the EUP.
3. Conclusion, which will include the following:
 - a. Comments on the Annual Requirement of Coal as submitted by EUP.
 - b. Details of the Annual Requirement of Coal as Verified by CIMFR.

The format is suggestive in nature. CIMFR may change the format, if required.

Format of Consolidated Quarterly List of Assessment/Verification to be submitted to CIL

S.No	Date of receipt of Information	Coal Company	Sector	End Use Plant (EUP)	Date of submission of Report by CIMFR	Fresh Assessment done(Yes/No)	Remarks, If any

The format is suggestive in nature. CIMFR may change the format, if required.

PRE-CONTRACT INTEGRITY PACT

(To be signed on plain paper)

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on

07th day of the month of January of 2022

BETWEEN

Coal India Ltd. on behalf of the Chairman (hereinafter called the "COMPANY/PRINCIPAL EMPLOYER" WHICH expression shall mean and include, unless the context otherwise requires, his successors IN OFFICE AND ASSIGNS) OF THE First Part.

AND

CSIR-Central Institute of Mining and Fuel Research represented by Shri. N.K. Srivastava (hereinafter called the BIDDER/CONTRACTOR which expression shall mean include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the COMPANY/PRINCIPAL EMPLOYER proposes to execute assessment of normative quantity of coal requirement for non-power sector consumers and the BIDDER/CONTRACTOR is willing to offer / has offered the services and

WHEREAS the BIDDER/CONTRACTOR, CSIR-CIMFR, having its headquarters at Barwa Road, Dhanbad — 826015, Jharkhand, is a constituent R&D institution of Council of Scientific and Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860), under the Ministry of Science and Technology, Govt. of India, having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi — 110001.

NOW THEREFORE,

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


Enabling the COMPANY/PRINCIPAL EMPLOYER to complete the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

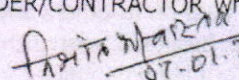
Enabling BIDDER/CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the COMPANY/PRINCIPAL EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the COMPANY/PRINCIPAL EMPLOYER

- 1.1 The COMPANY/PRINCIPAL EMPLOYER undertakes that no official of the COMPANY/PRINCIPAL EMPLOYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The COMPANY/PRINCIPAL EMPLOYER will, during the pre-contract stage, treat all BIDDER/CONTRACTORS alike and will provide to all BIDDER/CONTRACTORS the same information and will not provide any such information to any particular BIDDER/CONTRACTOR which could

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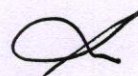
afford an advantage to that particular BIDDER/CONTRACTOR in comparison to other BIDDER/CONTRACTORS.

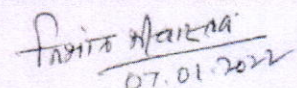
- 1.3 All the officials of the COMPANY/PRINCIPAL EMPLOYERS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONTRACTOR to the COMPANY/PRINCIPAL EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the COMPANY/PRINCIPAL EMPLOYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY/PRINCIPAL EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the COMPANY/PRINCIPAL EMPLOYER, the proceedings under the contract would not be stalled.

3. Commitment of BIDDER/CONTRACTORS

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

- 3.1 The BIDDER/CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY/PRINCIPAL EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER/CONTRACTOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY/PRINCIPAL EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with COMPANY/PRINCIPAL EMPLOYER.
- 3.3 BIDDER/CONTRACTORS shall disclose the name and address of the Agents/representatives and Indian BIDDER/CONTRACTORS shall disclose their foreign principals or associates.
- 3.4 BIDDER/CONTRACTORS shall disclose the payments to be made by them to agents/brokers of any other intermediary in connection with this bid/contract.
- 3.5 The BIDDER/CONTRACTOR, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made or is committed to or intends to make to officials of the COMPANY/PRINCIPAL EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER/CONTRACTOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.7 The BIDDER/CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER/CONTRACTOR shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the COMPANY/PRINCIPAL EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER/CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.

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- 3.9 The BIDDER/CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER/CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER/CONTRACTOR any employee of the BIDDER/CONTRACTOR or any person acting on behalf of the BIDDER/CONTRACTOR, either directly or indirectly, is a relative of any of the officers of the COMPANY/PRINCIPAL EMPLOYER or alternatively, if any relative of an officers of the COMPANY/PRINCIPAL EMPLOYER has financial interest/stock in the BIDDER/CONTRACTOR'S firm, the same shall be disclosed by the BIDDER/CONTRACTOR at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.12 The BIDDER/CONTRACTOR shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the COMPANY/PRINCIPAL EMPLOYER.

4. Previous Transgression


- 4.1 The BIDDER/CONTRACTOR dedares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER/CONTRACTOR's exclusion from the tender process.
- 4.2 The BIDDER/CONTRACTOR agrees that if it makes incorrect statement on this subject, BIDDER/CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

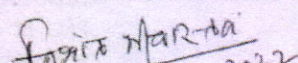
5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER/CONTRACTOR shall deposit an amount....NIL.... (as specified in the NIT), as Earnest Money/Bid security with the COMPANY/PRINCIPAL EMPLOYER in the mode as specified in the bid document.
- 5.2 The Earnest Money/Bid security shall be valid for a period as specified in the bid document.
- 5.3 In case of the successful BIDDER/CONTRACTOR a clause would also be incorporated in the Article pertaining to performance security/bid security in the contract that the provisions of sanctions for violation shall be applicable for forfeiture of Performance Security/Bid Security in case of a decision by the COMPANY/PRINCIPAL EMPLOYER to forfeit the same without assigning any reason for imposing sanction for Violation of this pact.
- 5.4 No interest shall payable by the COMPANY/PRINCIPAL EMPLOYER to the BIDDER/CONTRACTOR on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONTRACTOR) shall entitle the COMPANY/PRINCIPAL EMPLOYER to take all or any one of the following actions wherever required.
- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONTRACTOR. However, the proceedings with the other BIDDER/CONTRACTOR(s) would continue.
 - ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY/PRINCIPAL EMPLOYER and the COMPANY/PRINCIPAL EMPLOYER shall not be required to assign any reason therefore.

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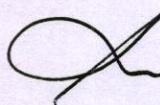
- iii) To immediately cancel the contract if already signed, without giving any compensation to the BIDDER/CONTRACTOR.
- iv) To recover all sums already paid by the COMPANY/PRINCIPAL EMPLOYER and in case an Indian BIDDER/CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER/CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/CONTRACTOR from the COMPANY/PRINCIPAL EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER/CONTRACTOR, in order to recover the payments, already made by the COMPANY/PRINCIPAL EMPLOYER, along with interest.
- vi) To cancel all or any other contracts with the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR shall be liable to pay compensation for any loss or damage to the COMPANY/PRINCIPAL EMPLOYER RESULTING FROM SUCH CANCELLATION / RESCISSION AND THE company/principal employer SHALL BE ENTITLED TO DEDUCT THE AMOUNT SO PAYABLE FROM THE MONEY(S) DUE TO THE BIDDER/CONTRACTOR.
- vii) To debar the BIDDER/CONTRACTOR from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the COMPANY/PRINCIPAL EMPLOYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middlemen or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the COMPANY/PRINCIPAL EMPLOYER with the BIDDER/CONTRACTOR, the same shall not be opened.
- x) Forfeiture of Performance Guarantee/Security Deposit in case of a decision by the COMPANY/PRINCIPAL EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

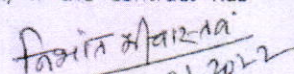
6.2 The COMPANY/PRINCIPAL EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1 (I) to (x) of this Pact also on the Commission by the BIDDER/CONTRACTOR or any one employed by it or acting on its behalf, (whether with or without the knowledge of the BIDDER/CONTRACTOR), of an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

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

7. Fall Clause

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

 7/1/2022


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8. Independent Monitors

- 8.1 The COMPANY/PRINCIPAL EMPLOYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors are listed in NIT).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions, neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all documents relating to the project/procurement, including minutes of meeting.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the COMPANY/PRINCIPAL EMPLOYER.
- 8.6 The BIDDER/CONTRACTOR (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the COMPANY/PRINCIPAL EMPLOYER including that provided by the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/CONTRACTOR/ Subcontractor(s) with confidentiality.
- 8.7 The COMPANY/PRINCIPAL EMPLOYER will provide to the Monitor sufficient information about all meeting among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of COMPANY/PRINCIPAL EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the COMPANY/PRINCIPAL EMPLOYER/BIDDER/CONTRACTOR and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the COMPANY/PRINCIPAL EMPLOYER.

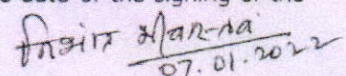
11. Other Legal Action

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the Satisfaction of both the COMPANY/PRINCIPAL EMPLOYER and the BIDDER/CONTRACTOR/Seller, including warranty period, whichever is later. In case the BIDDER/CONTRACTOR is unsuccessful, this Integrity Pact shall expire after Six (06) months from the date of the signing of the contract.


7/1/2022

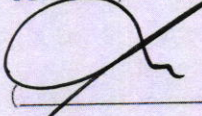

07.01.2022

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

13. The parties hereby signed this integrity pact at 16:00 hrs on 07th Jan, 2022

N.B. - The clauses of pre-contract integrity pact (Annexure — III) which are not relevant in respect of Govt. R & D organization are not applicable for the work order, having reference no. CIL/M&S/Linkage auction/03 dated 7.1.22 issued by Coal India Ltd.

COMPANY/PRINCIPAL EMPLOYER

 7/1/2022

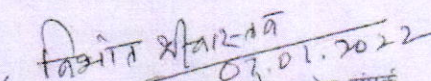
Designation and Department, CIL

Witness

1.

2.

BIDDER/CONTRACTOR


प्रमुख, परियोजना प्रबंधन एवं उद्योग संपर्क
Head, Project Management & Industry Interface
Designation and Department, CSIR-CIMFR
सी.एस.आई.आर-सी.आई.एम.एफ.आर., डिगवाडीह पोस्ट
CSIR-CIMFR, DIGWADIH CAMPUS

Witness

1. 

2. 

NOTE: Subject to change as approved from time to time.