

साऊथईस्टनकोलफील्ड्सलिमिटेड
(कोल इंडिया लिमिटेड की एक अनुषंगी कंपनी)
(भारत सरकारका एक सार्वजनिक उपक्रम)
(मिनी रत्न कंपनी)CIN: U10102CT1985GOI003161

महाप्रबंधक (इलेक्ट्रॉनिक्स एवं दूरसंचार) / विभागाध्यक्ष
दूरभाष:07752.246344 ,फैक्सनं. : 07752-246344
वेबसाईट:www.secl-cil.in
ई-मेल आईडी : gment.secl.cil@coalindia.in
पंजी.कार्या.:सीपतराड , बिलासपुर (छ.ग.)-495006



SOUTH EASTERN COALFIELDS LIMITED
(A Subsidiary Company of Coal India Ltd.)
(A Government of India Undertaking)
(A MINI RATNA COMPANY) CIN :U10102CT1985GOI003161

GENERAL MANAGER (E&T)-HoD
Ph. No : 07752-246344, Fax No. : 07752-246344
Website : www.secl-cil.in
e-mail ID : gment.secl.cil@coalindia.in
REGD OFF. :Seepat Road, BILASPUR (C.G.)-495006

पत्रांक: एसईसीएल /बीएसपी / ईएंडटी /सी.यू.जी/2023/156

दिनांक: 14/03/2023.

To
महाप्रबंधक (ईबी),
ओ/ओ। मुख्य महाप्रबंधक,बीएसएनएल
छत्तीसगढ़ मंडल, रायपुर।

विषय : Work Order for availing BSNL Postpaid SIM for mobile telephone connectivity under Closed User Group (CUG) scheme at various locations under SECL Command Areas for 05 years.

Ref : 1) Our Enquiry No. 527 dtd 06/09/2022.
2) BSNL offer No. GMTD/BIL/SECL/CUG/6 dtd 09/11/2022.

Dear Sir,

With reference to above, SECL Management has accepted BSNL's said offer for executing the subject work in SECL command Areas for a total value of Rs. 2,83,20,000=00 including GST (Rupees two crores eighty three lakhs twenty thousand) only for a period of 05 years. The details of CUG plan is indicated below.

S.No	Description	Qty	Monthly rental charges per SIM in Rs.	Total amount per annum in Rs.	Total amount for 05 years in Rs.
1	2	3	4	5 (3) X (4) X 12 months	6 (5) X 5 years
1	BSNL CUG SIM Plan 100 with unlimited voice calls Local, STD, National Roaming - Incoming & Outgoing, 02 GB data pack /day, after consumption of 2 GB/day, unlimited data shall be provided with minimum speed @ 40 Kbps, 500 SMS/day, RBT of CIL Corporate Geet for 4000 connections.	4000	100	48,00,000	2,40,00,000
Prevailing GST @ 18%					43,20,000
Total					2,83,20,000

एसईसीएल /बीएसपी / ईएंडटी /सी.यू.जी/2023/156

दिनांक: 14/03/2023.

1

gms

Handwritten signature

01) PERIOD OF CONTRACT:

Period of contract will be for 05 years from the date of commissioning of mobile services in SECL (cluster-wise).

02) CONSIGNEE:

GM(E&T) / HoD or his representative at SECL (HQ), Bilaspur.
Area G.M or his representative of respective Areas.
G.M. / HoD of CEWS Gevra or his representative .
G.M. / HoD of CWS,Korba or his representative .
G.M. / HoD of Central Stores,Korba or his representative

03) PAYING AUTHORITY:

G.M. (F)-HoD, SECL, Bilaspur.
Area Finance Manager of the respective Area / CEWS Gevra / CWS Korba / Central Stores, Korba.

04) PAYMENT TERMS:

Payment will be made by respective cluster within 21 days from the date of receipt of bills after deducting all dues including penalty (if any) on monthly basis. BSNL should ensure sending the consolidated bill alongwith details of mobile number and amount to the respective cluster through email in time.

05) GOODS AND SERVICE TAX (GST):

Payment of GST shall be as per prevailing Goods and Service Tax Act and Rules. Relevant provisions of GST whereby M/s. BSNL should upload the tax invoices/Debit Notes/Credit notes in GST portal, make payment of GST and the necessary returns under GST in time, to facilitate SECL to avail Input Tax Credit.

06) SECURITY DEPOSIT:

M/s BSNL has submitted an amount of Rs.8,49,600=00 as security deposit which is 3% of the total contract value. This Bank Guarantee shall be initially valid for a period of 72 months from date of commencement of service and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract.

SM

Krupa

07) COMMISSIONING PERIOD:

Commissioning period will be three months from the 10th day of issue of this work order or the actual handing over of site whichever is later.

BSNL should provide Mobile Number Portability (MNP) facility as per TRAI norms. The number portability for retaining same old mobile numbers should be completed within the commissioning period including Switch-over to BSNL Mobile Network from existing Airtel Mobile Network.

Billing will start from the date of commissioning. The delay in commissioning period attracts Liquidated Damages (LD) recoverable @ 0.5% per week and subject to a maximum limit of 10% of the entire project cost.

08) TECHNICAL TERMS & CONDITIONS:

BSNL CUG Mobile SIM must support mobile/cellular network standards 2G/3G/4G for voice communication (calls) and 3G/4G for data communication (mobile internet). However BSNL may explore the possibility of providing 5G service to SECL within the same tariff as mentioned in this work order.

The BSNL shall maintain sufficient density of POI (Point of Interconnection) between other Mobile Network Operators.

The payment (monthly rental) towards number of mobile connections/ CUG connections shall be made based on **actual** number of mobile connections/ CUG connections in SECL.

09) COVERAGE

- a) Postpaid Mobile SIM Connections under CUG Scheme will be assigned on Single CAF (Customer Application form) for bulk connections as per requirement of SECL cluster.
- b) Permission for Tower erection (Permanent/ Movable) /Booster on the land/site of SECL wherever required will be considered on mutual consent and BSNL shall obtain necessary statutory permission, make prescribed rent to SECL and SECL reserves the right to dismantle the structure as and when required at BSNL cost and risk.
- c) BSNL will have to follow all latest guidelines issued by DoT, TRAI, and WPC and other agencies from time to time. Statutory permissions from all government authorities as required shall be obtained by BSNL.
- d) BSNL shall pay monthly rental for Land & Electricity charges to SECL and rent/charges shall be decided by respective Area General Manager/Head of Units on the basis of prevailing market rates. SECL will provide electricity wherever feasible but it is not mandatory on the part of SECL. For measuring electricity usage, BSNL have to install the energy meter.
- e) SECL reserves the right to ask BSNL to vacate the land as and when required and contractor will have to vacate the land within three months of notice.





- f) BSNL should undertake to indemnify SECL all loss/damage which SECL may suffer due to any act/omission on their part or any damage or loss attributed to the erection of the said mobile towers.

10) CUSTOMER SERVICES:

BSNL should have fully functional Customer Service Centre with 24x7 Help Desk. A customer portal must be available for the download of electronic invoices as well as for other administrative tasks, and an effective client service arrangement must be available.

A BSNL representative shall be nominated as the single point of contact for resolving all technical/non-technical issues arising between BSNL and SECL.

11) OTHER TERMS & CONDITIONS:

- a) BSNL will be responsible for making all the payments towards TRAI and any other statutory body etc.
- b) BSNL will ensure for compatibility of the system with latest technology and SECL will not be charged anything extra for this.
- c) SECL shall not be responsible for any injury sustained to the Contractor's workmen, minor or fatal during the contract period.
- d) BSNL shall provide monthly QoS performance parameters and bench marks for Mobile Services as per latest TRAI report on quality of service for voice and data in the format. They shall also provide Data of accumulated downtime to SECL. All other Terms & Conditions will be guided by as per SECL Standard norms.

12) DATA PROTECTION:

- a) Regarding personal data, data protection regulations in India is governed by provisions of the Information Technology act for the data protection by Government of India have to be respected by BSNL. Strict legal action will be initiated in cases like data theft/ espionage or illegal call tapping of any of the users mobile or any complaint of such kind as per the law of the land or relevant acts (Information & Technology Act).
- b) Data limit (mobile internet) "3G or 3G +4G or 4G " would be 02 GB per day. In a day when 80% of data is consumed by the user, an alert shall be sent through SMS or any other method to the concerned user. When the usage of Data (internet) exceeds 2 GB per day, BSNL will continue to allow data (internet) usage with a minimum speed of 40 Kbps with unlimited data at free of cost, till the credit of Data (internet) for the next day.
- c) Any specific change in plan/services in any CUG number, if required by SECL, shall be informed to BSNL through Mail/letter by the office of G.M. (E&T)/HoD, SECL, and not through from any individual CUG user.

SPT

KLP

- d) BSNL should provide regular / micro / nano mobile SIM cards as per SECL's requirement.
- e) BSNL shall make temporary disconnection or deactivation of connections on request of each cluster within reasonable time.
- f) BSNL shall issue new connections on request of within 2 to 3 days.
- g) After surrender of any SIM/connections to BSNL, the surrendered SIM should be removed from the account of SECL within 2 to 3 days and there shall be no billing for that surrendered number /SIM.
- h) Tariff offer will be applicable for 05 year contract period. No upward revision shall be admissible other than charges imposed, if any, by TRAI applicable to all mobile service providers. Additional benefits, if any, made available common to all subscribers shall also be extended to SECL.
- i) After the expiry of contract period, SECL would have the option to extend the contract on mutually agreed terms & conditions. For such extension(s) intimation to BSNL would be given by SECL.
- j) SECL reserves the right to surrender the mobile connections if services are not conforming to the terms as per contract agreement.
- k) Requirement for additional CUG SIMS/Mobile as and when required would be issued by SECL and the same shall be provided by BSNL as per terms and conditions of NIT.

13) SERVICE PENALTY:

After successful implementation/commissioning, in case there is any connectivity failure, the mobile network is to be restored within 4 hours from the breakdown time or lodging the complaint. If the total breakdown period falls below 16 hours in a month, no penalty shall be applicable. However penalty will be imposed cluster-wise in SECL if cumulative breakdown period in a month exceeds 16 hours. The penalty for that month for each cluster shall be calculated as per under mentioned formula:

Penalty =	$2 \times \left\{ \frac{\text{B/D hours} - 16 \text{ hrs.}}{\text{No. of hours in the respective calendar month}} \right\} \times (\text{Rental charges of connection})$
------------------	--

The service penalty as per above clause will be calculated cluster-wise total number of mobile SIM connections. For the purpose of calculation of penalty, every 24 hours and part of 24 hours shall be treated as one day.

SM

Kaly

14) PRICE FALL CLAUSE:

If the similar services are offered by M/s BSNL to any Government/ Semi-Government /PSU organization in India at a reduced rate during the contract period, the same shall be intimated by M/s BSNL to SECL and the reduced rate will be applicable for this contract as well. In the event of non-intimation by M/s. BSNL to this effect, suitable penal action may be considered against them.

15) RIGHT TO INFORMATION ACT

Any document/information submitted by M/s BSNL can be made public at appropriate stage, as per Right to information Act. 2005.

16) JURISDICTION

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the District Court, Bilaspur (Chhattisgarh State, INDIA).

BSNL is require to sign the agreement in Rs.500 non-judicial stamp paper and Integrity pact as per the format attached at Annexure -A & B respectively.

BSNL is also require to submit acceptance of the work order to SECL.

BG DETAILS: M/s. BSNL has submitted BG vide No. 54090IGL0000323 dtd 10/02/2023 from UBI for Rs.8,49,600=00 which is 3% of contract value.

BC DETAILS: BC/SECL HQ/r/telephone/internet/22-23/3561 for Rs: 2,83,20,000/-only dated 30.01.2023.

भवदीय

S. Khristava
14/03/2023
महाप्रबंधक (E&T)
एसईसीएल बिलासपुर

Copy to :

- 1) The TS to CMD/DT(O)/DT(P&P)/D(F), SECL
- 2) The Company secretary, SECL
- 3) The CVO, SECL
- 4) General Manager, All Areas of SECL
- 5) The G.M(Finance), SECL HQ
- 6) General Manager (E&M)/S.O (E&M), All Areas of SECL
- 7) Area E&T Incharge- All Areas of SECL

Kaly

AGREEMENT FORM

This agreement, made the _____ day of _____ 200...between
 _____ (name and address of the Employer) (hereinafter
 called "the Employer" and _____ (name and
 address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute

_____ (name and identification number of Contract) (hereinafter called "the
 Works") and the Employer has accepted the Bid by the Contractor for the execution and
 completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are
 respectively assigned to them in the Conditions of Contract hereinafter referred to, and
 they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as
 hereinafter mentioned, the Contractor hereby convenants with the Employer to execute
 and complete the Works and remedy any defects therein in conformity in all respects
 with the provisions of the Contract.

3. The Employer hereby convenants to pay the Contractor in consideration of the
 execution and completion of the Works and the remedying of the defects wherein the
 Contract price or such other sum as may become payable under the provisions of the
 Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part
 of this Agreement , viz. :

- (i) Letter of Acceptance ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Scope of work and conditions of Contract
- (ix) Integrity Pact
- (x) Any other document listed in the bid document/ Contract as forming part
 of the contract

SH

Handwritten signature

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor

Signature of Witness
(Name , address & Date)

Signature

Signature

PRE-CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Section 1 – Commitments of the Principal

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

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

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




Principal will exclude from the process all known prejudiced persons .

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

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

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

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

The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. *The guidelines and terms and conditions for Indian agents of Foreign supplier shall be as per the provisions at Annexure-1 of this document.*

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

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



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

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

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

If the Bidder / Contractor / Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.



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

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

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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

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

Section 8 - Independent External Monitor

The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM



shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

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

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

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

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

The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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



Section 10 - Other provisions

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

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

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

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

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

Section 12- Law and Place of Jurisdiction

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

Section 13 - Other Legal Actions.

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

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



