



08	Logo	Item supplied will be embossed identification tag of the firm having convenient place where there is not a lot of the competitor.
09	Variety	10 months from the date of delivery or 12 months from the date of last order whichever is earlier. The firm shall replace the defective parts within 10 days of intimation by end user.
10	Price Fall & I.D. Clause	Applicable as per Annexure-II enclosed.
11	Security Deposit	The firm is required to deposit security money in the form of bank & cash favour of Ishara Coking Coal Limited payable at Mumbai, or by way of bank Guarantee of any schedule bank for 10% value of the order (other than order destination price) i.e. Rs.77,316.00 within 15 days from the date of receipt of order. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance record shall be recorded for future dealings. The firm's performance record shall be cancelled if/when the security money shall be returned to the firm within 30 days of the delivery period.
12	After Sales Service	To be provided by the firm as per order.
13	Submission of Bills	100% value of bill duly stamped & accompanied by the invoice as per terms of the order should be submitted to payment to the firm. All bills for being in conformity with Bill should be submitted along with original packing list and original invoice certificate. Firmnet guarantee certificate and other original documents to be submitted in the order.
14	Consignee	Deputy Officer, Keggiaru Stores, Moondilli's Coal Washery, P.O. Chinnampal
15	Paying Authority	AVM, Washery Division, P.O. Chinnampal
16	Inspection	By the representative of Purchaser at Consignee's site.
17	Mode of Dispatch	By Road on freight paid basis.
18	Inspection test clause	The purchaser or its authorized representative shall have the right to inspect and to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any specimens retained for these purposes. If the inspection and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination, all appropriate facilities and assistance, including access to drawings and test facilities, shall be furnished to the inspectors at no charge to the purchaser. If) Should any inspector or test person shall be authorized to the spot inspection, the purchaser may need to supply such persons the required facilities and make all arrangements necessary to meet appropriate safety and health requirements of the Purchaser. iv) The materials will be inspected on arrival at site by the purchaser. Payment will be considered on final. This shall be on the condition of verified by the purchaser. Goods having previously been inspected, tested and passed by the purchaser or its representative's or third party prior to the receipt of material shall not be re-inspected. v) Nothing in these documents shall in any way limit or reduce the purchaser's warranty or other obligations under this contract. If the acceptance of the contract supply order is deemed final, the purchaser shall not be subject to the contract supply order on a credit basis. In the event of any variation, deviation of an amendment, variation or modification, the purchaser shall be liable for other contingency beyond the supplier's control due to non-availability of material, delay in such additional time by extending the contract period and the cost shall be ascertained by the purchaser. The purchaser shall be liable for the cost of the material when additional time is granted by the purchaser. The contract supply order shall be and understood as if it had originated from its inception the date of the contract.
19	Force majeure Clause	

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<p>extended Further this clause state that</p> <p>a) The successful bidder will in the event of his being required to execute for their shop the registered letter duly certified by the local Chamber of Commerce a statement of authority, the beginning and end of the cesses of the activity within fifteen days of the occurrence and resolution of such Force majeure Condition. In the case of any delay lasting out of Force Majeure, the bidder shall be liable to pay the contractor contract and provisions governing force majeure or otherwise as applicable in the documents will apply.</p> <p>b) For delays arising out of Force Majeure, the bidder will not claim extension of completion date for a error exceed the period of delay attributed to the cause of Force Majeure and neither 20% nor the bidder shall be entitled to any extra costs provided it is mutually established that Force Majeure condition actually exists.</p> <p>c) If any of the force Majeure conditions arise in the place of execution of the bidder even at the time of submission of bid, he will unequivocally specify in his bid and state whether they have been taken into consideration in their quotations.</p>		
20	Price	The Firm will certify on their Bills that the price charged for FORCE Majeure shall be same as charged to other C/P, subcontractors, vendor, Insuring agent and others.
21	Integrity Pact	You have signed Integrity pact form with NTP Part (D) of Specification (Part D) L-31, Third floor, National College, New Delhi, India. You are an independent, external monitor against this contract.

ALL OTHER REMAINING CONDITIONS AND SPECIFICATIONS GOVERNING THE CONTRACT ARE SPECIFICATIONS ALONG WITH SCOPE OF WORK AND WORK PLAN OF THE WORK ORDER NO. AS CONTAINED IN YOUR OFFER AND ARE HEREBY ACCEPTED.

**N.B:-** This purchase order/ contract is issued with the approval of Jt P1 concerned and only this contract is concluded with the issuance of this order. Suppliers/contractors are advised to confirm the receipt of acceptance of the order within the time limit and the order shall be deemed to have been accepted for execution.

**Indent Nos. & date:** JMW/S/4-15/N/110 dated 11.03.2015 of Acquisition of one Vehicle. **Budget certification No.:** DT/DEPT/Inte. Movers/5670 Coal Washery, Jt P1, Bopal/Chhokr Shree, Proj no. 192 dttd 16.09.2015 **Estt No. 73/192** **State Estt. No. 121 dttd 21.10.2014 & 15/7/2015.**

Encl: ANNEXURE-I & B/D format

(A.K.Singh)  
Sub. Engineer (Exev)

- Copy to:-
1. GM (Exev), Koria Bhawan
  2. AFM, Washery Division, TRVT, Durgamoh
  3. Depot Officer, Regional Store, Alaknanda Coal Washery, PJCT, Bhimbari
  4. Project Officer, Washery, Bopal Washery, B. & L, Durgamoh
  5. Tech. Cell, Jt P1, Bopal Washery
  6. Office Copy/A Master Copy
  7. ENCL. (DP) E.C. Official JAS (GRADE 1) Jt P1, Bopal Washery, B. & L, Durgamoh
- New Delhi- 110045

GOLD SA VIHISHI  
Sub. Engineer (Exev)



PENALTY FOR FAILURE TO SUPPLY IN TIME - B. D.C. CLAUSE

The time and date of delivery of stores stipulated in purchase order shall be deemed to be in the essence of the contract and delivery of the stores must be completed by the date specified. An applicant's failure to be supplied beyond the specified delivery period will be specific appeal and will be subject to the penalty of the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated time, the applicant shall be liable with the samples and/or specification mentioned in the supply order and the purchaser shall be liable for the penalty terms and conditions mentioned in the supply order. Default Making - The penalty for the failure to supply shall be as follows:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 10% (Ten percentage) of the price of the stores which successfully tenderer have to supply the stores within the stipulated purpose part of a unit supplied will not be withheld or adjusted for such. Arbitration - In the event of a dispute during which the delivery of such stores may be in arrears, it shall be liable to 10% (Ten per cent) cess and limit of 100% can be increase to 15% at that date of the 31<sup>st</sup> March of the Year onwards.

b) To purchase elsewhere, after due notice to the successful tenderer on the receipt of a written order from the defaulting supplier the stores not supplied or others of a similar description and the applicant shall be liable to supply order in respect of consignment not yet due for supply.

c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores elsewhere, the cost of the defaulting supplier and also.

d) To extend the period of delivery with or without penalty as may be considered by the purchaser, if penalty, if imposed shall not be more than the agreed liquidated damages referred to in paragraph (a).

e) To en-cash any bank guarantee which is available in respect of the order.

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of liquidated damages is provided for the failure to supply the stores, the applicant shall be entitled to recover such sum by or through the purchaser, in part or whole, as may be determined by the purchaser at any time thereafter may be due to the successful tenderer in this or any other contract entered into by the applicant with Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should the applicant be the successful tenderer in any other contract, the amount recoverable, the successful tenderer shall pay to the purchaser in full and the applicant shall not be entitled to any part under this clause.

The bidder must confirm the acceptance of this clause and shall be held to be bound by the same. PRICE FALL CLAUSE

If the prices charged for the stores supplied under the contract by the supplier shall at any time exceed the lowest price at which the supplier offer to sell the stores or returned description to any other organization from date of offer till completion of supply the price of the stores shall be reduced to the lowest price.

h) If at any time during the said period the supplier offers a lower sale price on such stores to any other organization at a price lower than the price chargeable under this contract, the successful tenderer shall be liable to notify such reduction of sale to the consignee concerned by the purchaser and the applicant shall be liable to pay the Local Limited, Commercial Block, Level - III, Kowli Bazaar, Kowli Market, Chhatrapati Shivaji Maharaj Road, Payable under the contract for the stores supplied after the date of coming into force of this clause. The amount payable or sale, shall stand correspondingly reduced. The above stipulation will not be applicable if the applicant is the supplier.



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**FORFEITURE BANK GUARANTEE BANK NOCI KOTA BUKITINGI**

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad - 826005

2423

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" which expression shall unless repugnant to the subject hereof, include its successors and assigns) having agreed under the terms and conditions of Contract No. .... dated ..... made between M/s. .... a Company having its office at ..... hereinafter called the "Supplier" to supply to the Purchaser as herein provided for RS. .... in lieu of the security deposit to be made by the Supplier for their due fulfilment of the terms contained in the said Contract, we, the Bank, have agreed to accept and referred to as the said Bank having its office at ..... do hereby undertake and agree to accept, support and keep undiminished that Purchaser from time to time the amount of RS. .... against any loss, damage caused and expenses incurred or suffered by or to the Supplier or its successors by Purchaser by reason of any breach or breaches of the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount proposed to be paid by the Supplier without demerit to the extent aforesaid.

2423

We, the ..... (Name of the Bank) do hereby agree that any amount payable by the Supplier to the Purchaser shall be conclusive as regards the amount due and payable by the Supplier to the Purchaser. We shall not be liable for payment on the ground that the Supplier has not paid its liability to pay or has defaulted in payment or on the ground that any legal proceeding is pending between the Purchaser and the Supplier. We shall not be liable for payment of liability under this Guarantee shall be restricted to an amount not exceeding RS. ....

2423

We, the ..... (Name of the Bank) do hereby agree to guarantee herein contained shall cover, when called upon from the date hereof and shall remain in full force and effect till the date of the expiry of the said contract unless demand or claim under this Guarantee is made or is in writing on or received by us. We shall be discharged if it is found that the Supplier is not entitled to the amount claimed hereunder.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser shall have the entire liberty without our consent and without affecting in any manner our obligations hereunder to any one of the legal and conditions of the said Contract or to extend the time of delivery of the specified items in due course from time to time or to postpone for any time or from time to time any of the powers, expressions or the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract or shall not be relieved from our liability by the reason of any such variations or extensions being granted to the Supplier or for any forbearance act or omission on the part of the Purchaser or any trading concern. The Purchaser or the said Supplier or by any such matter or thing whatsoever which under the law relating to statutes would not be this provision have effect so relieving us the Bank further agrees that in case this Guarantee is forfeited or a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall have the right to pay the said sum of ..... or such lesser sum as may be determined by the Bank and the Purchaser shall not be liable to pay the said sum of ..... or such lesser sum as may be demanded.

2423

We, the ..... (Name of the Bank) justify ourselves not to provide this Guarantee or to give this Guarantee except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power to give this Guarantee and All ..... Guarantees which its sign on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in ownership of the property of the Supplier.

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In case the Banks are from constitution herewith to withdraw from the said contract, the Supplier shall be liable to the issuing bank with address and location of the said bank at all times and shall not be liable to the Supplier.

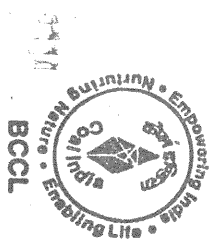
Name of the Bank:  
Name of the Branch:  
Location & Address:

The Bank shall be subject to the jurisdiction of the competent courts of Dhanbad District.

Dated ..... day of .....  
For ..... Bank Limited.

Signature of the authorized person  
for the bank (with name and position)  
Name of Bank

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