

15.01.2015 Koyla Bhawan



# BHARAT COKING COAL LIMITED

A Mini Ratna Company

( A Subsidiary of Coal India Limited )

Office of the General Manager(MM)

Materials Management Department

Commercial Block I-II, Koyla Bhawan : Koyla Nagar

Dhanbad : 826005(Fax No- 0326-2230183)

CIN: U10101JH1972GOI000918

WEBSITE:bccl.gov.in Email:gnmm@bccl.gov.in

(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

## Purchase Order

Ref no. BCCL/PUR/613011/Air conditioner for 24/96 Dragline/13-14/Global/e-tender/30/229 Dated 10.02.15

To,  
M/s GMG TECHNO TRADES (P) LTD,  
S-14 MIDC Industrial Area, Hingna Road,  
Nagpur 440 016,  
Maharashtra (INDIA)

*Tech. Cell*  
*[Signature]*  
LTP

Vendor Code-1/17/M/T/042

Vendor Type: Authorized Distributor

Material Code: 11301999636

PAN: AAACG9029J

Ph No: +91-8806612288 / 8806688866

FAX NO: +91-07104-232503

EMAIL [mk1g@technotrades.com](mailto:mk1g@technotrades.com)

## Sub: Supply of AC Kit for 24/96 Dragline

Ref: Your online offer ref no. GMG/BCCL-HQ-AC/OTN/14-15:38 dated 14.07.2014 read with subsequent clarifications last being GMG/BCCL-HQ-AC/OTN/14-15:38B dated 22.01.2015 against this office Global E-Tender No BCCL/PUR/613011/Air conditioner for 24/96 Dragline/13-14/Global/e-tender/30 Dated: 03/06.06.2014, online due on 11.08.14 read with subsequent online shortfall document request.

Dear Sirs,

Your above referred offer for supply of AC Kit for 24/96 Dragline has been accepted to the extent as indicated hereunder:-

### 1. SCOPE OF SUPPLY

Description	Qty- (Nos)	Basic unit price (Rs)	Extended Value (Rs)
Air Conditioner for 24/96 Dragline			
Make: <b>Red Dot</b>			
Model: <b>R5075/5175</b>	02	3,30,000.00	6,60,000.00
Including installation and commissioning (Details as per Annexure attached)			33,000.00
CVD & SAD charged extra @ approx 5%			13,860.00
CST extra as applicable. Present rate is @2%			-
Freight inclusive of Service Tax			-
Insurance Inclusive of service tax			-
<b>Total Landed Value</b>			<b>7,06,860.00</b>

02	Price	Firm and FOR destination basis. Material will be supplied from Maharashtra.
03	TOTAL PURCHASE VALUE	Rs 7,06,860.00 (Rupees Seven lakhs Six Thousand Eight Hundred Sixty) only. The above price is on Ex- Nagpur & firm till completion of order; however the contract is concluded on F.O.R. destination basis. Duties & taxes and other charges are payable extra as indicated in the scope of supply above.
04	Taxes & Duties	The cenvatable amount of duties (i.e. CVD & SAD) paid by seller shall be

*[Signature]*  
10/02/15

*[Signature]*  
10/02/15

		charged extra as applicable against documentary evidence. Present rate is 5% and necessary document (i.e. Dealer Excise Invoice) will be submitted along with each supply. <i>BCCL is entitled to avail Countervailing Duty and Special additional duty for imported products</i>
05	SALES TAX	CST shall be paid extra at legally applicable rates at the time of delivery. Present rate is @ 2% on Ex-depot price against declaration form "C". Concessional form is to be collected from respective consignees. NB: Any increase in duties & taxes after expiry of delivery period shall be to your account. Road permit, if required, shall be obtained from the consignees.
06	PACKING & FORWARDING CHARGES	NIL
07	FREIGHT/TRANSPORTATION CHARGES INCLUSIVE OF SERVICE TAX	NIL
08	TRANSPORT INSURANCE INCLUSIVE OF SERVICE TAX	NIL
09	DELIVERY REQUIREMENT	Delivery within Two to Four months from the date of order.
10	TERMS OF PAYMENT:	100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later Payment of supplier's bill through Electronic Fund Transfer (EFT) as per their E-payment mandate
11	FITMENT GUARANTEE:	Please refer Annexure B
12	LOGO:	Please Refer Annexure A
13	WARRANTY:	As per Annexure A
14	PRICE FALL:	The price charged for the Stores supplied against the order, if placed, shall in no event exceed the lowest price at which you shall sell or offer to sell the Stores of identical description to your any other customer during the pendency of the Contract / Supply Order. If you at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, you shall forthwith notify to BCCL such reduction in sale price of stores supplied after such reduction coming into force shall stand correspondingly reduced.
15	SECURITY DEPOSIT	You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee within 15 days from the date of order. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed Annexure-C
		The value of SECURITY DEPOSIT is Rs. 70,686.00

10/02/19  
10/02/19

		For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.
16	<b>PERFORMANCE BANK GUARANTEE:</b>	<p>The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight &amp; Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-C-1 (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 18 months from the date of receipt and acceptance of the equipment 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 / Supply Order.</p> <p><b>PERFORMANCE GUARANTEE -As per Annexure-A</b>  The value of Performance Guarantee is Rs. 70,686.00</p> <p><b>The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D</b>  However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.</p>
17	<b>AFTER SALES SERVICE:</b>	As per Annexure A
18	<b>SUBMISSION OF BILLS:</b>	100% value of bill duly stamped & pre-receipted in six copies as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, packing list if any, guarantee/warranty certificate, fltment guarantee certificate, and other relevant document as specified in the order.
19	<b>IMPORT DOCUMENTS:</b>	<p>The following import documents are required to be submitted with each supply :</p> <ol style="list-style-type: none"> <li>1. Self attested copy of Bill of Entry</li> <li>2. Self attested copy of Bill of Lading/Airway bill</li> <li>3. Self attested copy of Packing list of Principals or invoice</li> </ol> <p>The original copy of sl no1 &amp; 3 should be submitted which shall be returned after verification and endorsement by consignee and paying authority.</p>
20	<b>CONSIGNEE:</b>	<p>Depot Officer, Regional Stores, Block II Area.  Address: Block II, Nawagath, Dhanbad, Jharkhand - 828306  TIN: 20821500736, IST No. : KT - 651 ( R ):  CST No. KT-254(C) ;Katra Circle Katras;  Service Tax Registration No. AAACB7934MST 009.  Central Excise Duty Registration No. : AAACB7934MEM007.  Range: Dhanbad ( Code 02); Division: Dhanbad( Code 02);  Commissionerate : Ranchi(Code 87).</p>
21	<b>PAYING AUTHORITY:</b>	HOD (F) MM, Purchase Finance Dept., Bharat Coking Coal Ltd., Koyla Bhawan, Koyla Nagar, Dhanbad.
22	<b>INSPECTION:</b>	<p>The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>The inspections and tests may be conducted on the premises of the supplier</p>

10/01/15

10/01/15

	<p>or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>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 representatives prior to the Goods shipment from the country of origin.</p> <p>Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.</p> <p>Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p> <p>The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.</p>
23	<p><b>MODE OF DISPATCH:</b></p> <p>INSPECTION will be arranged as per Annexure-A.</p>
24	<p><b>FORCE MAJEURE:</b></p> <p>By Road on freight paid basis.</p> <p>If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.</p> <p>a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.</p> <p>b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.</p> <p>c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.</p>
25	<p><b>LIQUIDATED DAMAGES CLAUSE</b></p> <p>In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply 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, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:</p>

10/02/15

	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 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) and where felt necessary by BCCL, it may be increased up to 15 %.
	b. To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
	c. To purchase elsewhere after 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
	d. To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages referred to in shall not be more than the agreed liquidated damages referred to in
	CLAUSE 25 (a) above except in case of force majeure condition
	e. Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, 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, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
	f. To forfeit the security deposit fully or in part
26	<b>PRICE CERTIFICATE</b> The Firm will certify on their Bills that the prices charged to BCCL is lowest and same as charged to other CIL subsidiaries/Govt. Under Taking/ Deptt and others.
27	<b>INTEGRITY PACT:</b> Will be governed as per Integrity Pact signed and submitted. Name of Independent External Monitor is mentioned as under: <b>Prof (Dr) L.C. Sirghi, IAS (Retd.)</b> <b>L-31 Third Floor, Kalash Colony, New Delhi-110048</b>
28	<b>GENERAL TERMS AND CONDITIONS</b> Unless otherwise specified in the purchase order, the Purchase order, shall be subject to the General Terms and Conditions of Supply of Stores given as ANNEXURE -D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
29	<b>JURISDICTION:</b> Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

The contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase Order, one of which should be returned to us duly stamped and signed.

Encl:


SL	ANNEXURE	DESCRIPTION	TECHNICAL	PARAMETER	SHEET	TECHNICAL
1	ANNEXURE - A	TECHNICAL SPECIFICATION				
2	ANNEXURE - B	Filment Guarantee Certificate				
3	ANNEXURE- C	Proforma of Bank Guarantee for Security Money.				
4	ANNEXURE- C-I	Proforma of Performance Bank Guarantee.				
5	ANNEXURE - D	General Terms and Conditions of supply of stores.				
6	ANNEXURE - E	E-Payment mandate.				
7	ANNEXURE - F	Auditor Certificate				

Yours faithfully,

For & on behalf of Bharat Coking Coal Limited

  
(N D Yadav)  
10/10/15

Assistant Manager (MM) D-IV

  
(A D Santhisth)  
10/10/15  
Chief Manager (MM)

# INDENT AND BUDGET REFERENCE:

Indent reference	Budget Certification no. & dt., & FC No.& dt.
RS/B-II/5/P&M/514/12-13 DTD 20.12.12 IR No of MM Divn 613011 Dtd 12.04.13 For BH OCP Mine, Block-II Area (	BCCL/HQ/PUR.FIN/Store Budget/advance Action 14-15 HEMM Spares/442 dtd 06.02.2015 for Rs 7,06,860.00 Fc no. BCCL/PURFIN/FC/425 Dtd 06.02.2015 (HEMM) for Rs. 7,06,860.00

## Copy to:

- GM(Execv) I/C, Koyla Bhawan : Koyla Nagar,Dhanbad
- HOD (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
- The GM(Area), Block-II, BCCL Dhanbad :
- ✓ GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 613011 Dtd 12.04.13
- The Depot Officer,Regional Stores: Block-II, BCCL Dhanbad
- AM,Tech Cell,MM Divn, Koyla Bhawan : Koyla Nagar,Dhanbad
- The Independent External Monitor for Integrity Pact:-
- Prof (Dr) L.C. Sirghi, IAS (Retd.)
- L-31 Third Floor, Kailash Colony, New Delhi-110048
- GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL

This issues with the concurrence and approval of competent authority

Assistant Manager (MM) D-IV

Chief Manager (MM)

# TECHNICAL PARAMETER SHEET

TECHNICAL PARAMETER SHEET											
S.No	Item Code	Description of Equipment Item	Supplier's Specification Parameter	Unit of Measure	Execution Criteria (To be specified from design team and client)		Supplier's Value		Supplier's Unit	Evaluation	Remarks & any other comments
					Start Value	End Value	Start Value	End Value			
(Item)	Accessories	0	Working Warranty	MONTHS	BETWEEN	2400	3600	3600		TRUE	
			AC 3 phase, 3 wire supply voltage	Volt	BETWEEN	380	440	440		TRUE	
			Line connected	kVoy	EQUAL or LESS than	15		15		TRUE	
			Scope of Supply: 1) The air conditioning unit shall be fitted to MERS design model - M200M. The cooling units shall be room split fixed capacity or standard of FCU, none of the above. 2) All Contractors should be supplied as per above specification with all required fittings & all accessories, proper sealing of insulation etc. Installation and commissioning with satisfactory performance evaluated as service of the AIR CONDITIONERS over a every three months warranty period.								
			Firm should submit detailed documents / specifications for related equipments	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
			Inspection / acceptance will be done at our existing store	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
			Warranty - 36 months from the date of delivery of 12 months from the date of commissioning whichever is earlier	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
			Firm should commission the supplied equipment in full machine in presence of service engineer as per scope of supply & provide after sales service. Any complaint should be attended immediately.	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
			After supplied while not discussed with help of the firm it hardly find a good suitable item, as price where normal need is not possible	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
			Delivery will be two to four months from the date of receipt of purchase order / receipt of LC	N/A	AGREED or DISAGREED	AGREE		AGREE		TRUE	
COMPLETED											

TECHNICAL PARAMETER SHEET

\*PLEASE ENTER THE DATA SAVER THE INFORMATION AND DOCUMENTS YOU HAVE IN A YOUR OWNED ITEMS

$\frac{1}{2} \times 100 = 50$   
 $\frac{1}{2} \times 100 = 50$



#### TECHNICAL:

1. Remote condenser mounted Air Conditioner unit for Filament on 24/36 Dragline model W2000 The cooling unit will be mounted / fited at ceiling or sidewall of PCC room of Dragline.

#### Technical specification:-

Cooling capacity - 27000 to 33000 BTU / HR  
Voltage - 380V- 440V AC, 3Phase, 50Hz  
Max Run Current - 15.0 Amps

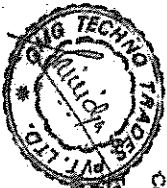
Scope of supply - AC will be supplied as per above specification with all required fittings & accessories, proper sealing of machine cabin installation & commissioning with satisfactory performance and backup service of the Air conditioners once in every three months during the warranty period.

2. Detailed documents / specification of the offered equipment is mentioned below.
3. Inspection / acceptance will be done at your receiving store.
4. Warranty 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
5. We will provide after sales service & commission the supplied equipment in our machine in presence of service engineer as per scope of supply. Any complaint will be attended immediately.
6. Items supplied will be embossed with logo of the firm / identify mark and serial No if any, in a place where normal wear is not possible.
7. Delivery within Two to Four months from the date of order / opening of LC for imported items

#### Our Specification

1. Cooling Capacity:  
The cooling capacity will be 27000 to 33000 BTU per hour with 36 degree Fahrenheit refrigerant temperature and 80 degree Fahrenheit (26.7 degree centigrade) wet bulb temperature entering air.
2. Air Flow:  
Will be 730 cum. Per hour.
3. Construction:  
One piece back wall mounted evaporator and condenser unit.
4. Motor:  
Three speed 24 volts DC.
5. Compressor:  
Compressor for air conditioner will be suitable for mounting on shovel.

Total Current:  
The total current required will be approximately 15 amps @27 volts DC including current required for A/C Clutch.



#### GMG TECHNO TRADES (P) LTD.

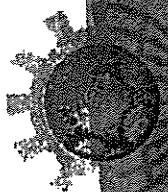
#### THE ENGINEERED ADVANTAGE

3-14, MIDC, Industrial Area, Hingna Road, Nagpur 440 016, Maharashtra (INDIA) Tel: +91-4606612223, 8006668866 Fax: +91-47104- 23303 E-mail: mtlg@technotrades.com  
CIN:- U31806MH1998PTC117226 www.technotrades.com

*(Signature)*  
10/04/16

*(Signature)*  
15/02/16



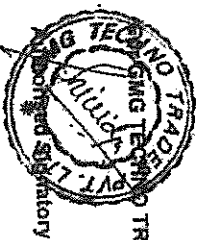


7. Controls:

- i. Selector switch for three speed blower & adjustable thermostat.
- ii. LCD Temperature Indicator in Operator's Cabin.
- iii. Hour meter to register no. of hours worked by air conditioner.

8. Refrigerant to be used:

Non CFC type refrigerant, environment friendly and not banned in India or abroad.



GMS TECHNO TRADES PVT. LTD.

  
10/02/15

  
10/02/15

ANNEXURE B

A Filing Guarantee Certificate

The offered items shall fit and function in the equipment, on which they are intended to be used without any modification or alteration.

FOR GMG TECHNO TRADES PVT. LTD.

Authorised Signatory

GMG TECHNO TRADES (P) LTD.

THE ENGINEERED ADVANTAGE

S-4 MIDC Industrial Area, Hingna Road, Nagpur 441 016. Maharashtra 441014. Tel: +91 (020) 25811230 / 25811231 / 25811232 Fax: +91 (020) 25811233 E-mail: [mgg@technotrades.com](mailto:mgg@technotrades.com)  
CIN: U31900MH1998PTC117226 [www.technotrades.com](http://www.technotrades.com)

*[Signature]*  
10/02/15

*[Signature]*  
10/02/15

ANNEXURE C  
**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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 or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ....(Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the ..... (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of .....or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier. [ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

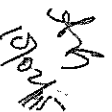
Name of the Bank:  
Name of the Branch:  
Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

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

Signature of the authorized person  
For and on behalf of the Bank  
Emp. Code.





ANNEXURE C-I

**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messers ----- a company having its office at -----  
-----hereinafter called the Seller has entered into a Contract No.-----  
-----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the  
Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage ( 100% ) payment of the value of the equipment will be made to the  
seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of -----  
- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and  
faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or  
suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the  
guarantee herein after contained.

2. We,----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this  
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss  
or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of  
the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any  
such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.  
We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum  
of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the  
claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----

3. We,----- (Name of the Bank) further agree that the guarantee herein contained shall come into force  
from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue  
to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim  
satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by  
the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in  
writing on or before the ----- (date to be given)----- period of contract + 90 days from the date of Bank  
Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We,, (Name of the Bank) further agree with the purchaser , that the purchaser , shall have the fullest liberty without our  
consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said  
contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to  
time any of the powers exercisable by the purchaser, against the said seller and to forbear or enforce any of the terms and  
conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or  
extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any  
indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties  
would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a  
longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the  
said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the  
previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager, who has signed it on  
behalf of the Bank has authority to do so.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing  
bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:

Name of the Branch:

Location & Address:

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

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

Signature of the authorized person  
For and on behalf of the Bank  
Emp. Code.

  
10/09/15

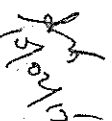
## Annexure-"D"

### GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

**1 Definition :** In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires :

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
  - ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
  - iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
  - iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Limited.
  - v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
  - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
  - vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
  - viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
  - ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
  - x. The term PARTICULARS shall mean the following :
    - a. Specification
    - b. Drawing
    - c. Sealed pattern denoting a pattern sealed and signed by the inspector
    - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
    - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and / or a general standard of the Industry and obtainable in the open market.
    - f. Proprietary make denoting the product of an individual manufacturer
    - g. Any other details governing the construction, manufacture and or supply as existing in the contract
  - xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
  - xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
  - xiii. The term SITE shall 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.
  - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
  - xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
  - xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
  - xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
- 2** The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to :
  - i. The consignee at his premises or
  - ii. Where so provided the interim consignee at his premises or
  - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
  - iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
- 3** Words in the singular include the plural and vice-versa.
- 4** Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
- 5** Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

  
10/02/16

  
15/02/17

- 6 (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.  
(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
- 7 i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.  
ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown to be included in the price quoted.  
The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.  
iii. The price must be stated separately for each item on unit basis.  
iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.  
v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.  
vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.  
vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.  
viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.  
ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.  
x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.
- 8 i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.  
ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.  
iii. All samples must be clearly labeled with the tenderers name, this offer enquiry number and the last date of opening of tender.
- 9 a) **Subletting and Assignment :** The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.  
b) **Change in a Firm:**  
i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.  
ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.  
iii. If the contract is not determined as provided in the sub-clause 1,ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
- 10 (a) **Consequence of Breach:** Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

10/02/15

15/02/15

(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

**11 Use of raw materials secured with Government assistance:**

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

i. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12 The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13 For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. The Price shall include:

a. The service that will be rendered by them as manufacturer's agent

b. The name and address of agents, if any, in India, and

c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14 On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

15 **Inspection and Rejection :** Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) **Facilities for Test and Examination :** The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.

b) **Cost of Test :** The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) **Delivery of Stores for Test :** The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) **Liability for Costs of Laboratory Test :** In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test

  
10/02/15

  
10/02/15



within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

**e) Method of Testing :** 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.

**f) Stores Expended in Test :** Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

**g) Inspector – Final Authority and to Certify Performance**

**i. The Inspector shall have the power :** Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

**ii. To reject any stores submitted as not being in accordance with the particulars.**

**iii. To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and**

**iv. To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.**

**(h) Consequence of Rejection :** If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "

**i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or**

**ii. Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or**

**iii. Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.**

**(i) Inspector's Decision as to Rejection Final :** The Inspector's decision as regards the rejection shall be final and binding on the supplier.

**(f) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.**

**(k) Notification of Result of Inspection :** Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

**(l) Marking of Stores :** The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

**(m) Removal of Rejection**

**i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.**

**ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his 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.**

**(n) Inspection Notes:** On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

**16 Packing and Transport**

**(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.**

**(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Bharat Coking Coal Limited shall pay for only such stores as are actually received by them in accordance with the contract.**

**(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.**

**(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.**

**(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.**





17 **Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18 If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

19 The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

20 Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

21 The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

22 **Carrying vessels for Imported Items :** In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account .

23 **Freight:** The stores shall be dispatched at Public tariff rates in the case of F.O.R station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

24 **Passing of Property :** Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.


## 25 **Laws Governing the Contract.**

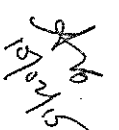
- (a) This contract shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- (c) **Jurisdiction of Courts:** The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (d) **Marking of Stores:** The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

## 26 **Corrupt Practices:**

- (a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
- (b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of its amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

## 27 **Insolvency and Breach of Contract**

  
10/09/15

  
24/9/15

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –  
If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.  
b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.  
c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

## 28 Progress Report

- a) 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.  
b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

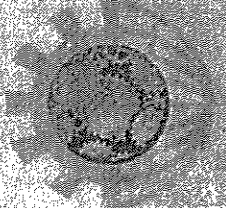
29 All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the "Law of the Land".

\*\*\*\*\*

  
10/02/15

  
10/02/15

# ANNEXURE E



## ANNEXURE - A4

1.	VENDOR/SUPPLIER/CONTRACTOR/ CUSTOMER'S NAME & ADDRESS	GMG TECHNO TRADES PVT. LTD. S-14 MIDC INDUSTRIAL AREA, HINGNA ROAD, NAGPUR - 440018
2.	PARTICULARS OF BANK ACCOUNT	8606872288 / 8606888866 Fax No. 07104-232503
	BANK NAME	CIVIL LINES
	BRANCH NAME	RTGS CODE 048
	ADDRESS	AXIS BANK LTD MG. HOUSE, RABINDRANATH TAGORE ROAD, CIVIL LINES, Nagpur - 440001
	ACCOUNT NUMBER	Our Bank A/c No. 911030076379008 < Swift Code : AXISINBB048 < IFSC Code : UTIB00000048 < Branch Code : 048 MICR Code 440211002 <
	ACCOUNT TYPE	CASH CREDIT

**Date Of Effect :** I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charged levied by the bank of such tender shall be borne by us.

Date: 14.07.2014

**GMG Techno Trades Pvt Ltd**

*Signature-Director/Authorised Signatory*  
GMG TECHNO TRADES PVT LTD

Certified that the particulars furnished above are correct as per our records.

*Signature*  
Signature of the Authorised/Official  
Officials from Bank

*Signature*  
of the Bank  
We verify the details  
with the One window records

FOR AXIS BANK LTD

**GMG TECHNO TRADES PVT LTD**

THE ENGINEERED ADVANTAGE

S-14 MIDC, Industrial Area, Hingna Road, Nagpur-440018 Maharashtra (INDIA) Tel: 07104-232503 Fax: 07104-232501 E-mail: mgg@mgntdss.com  
CIN: U31904MH1998PTC117226 www.mgntdss.com

*Signature*  
10/02/15

*Signature*  
10/02/15

ANNEXURE-F

AJT G. PIMPARKHEDE  
B.COM, FCA  
ANIL G. PIMPARKHEDE  
B.COM, LL.B, FCA

MIRUNAL N. KAJAREKAR  
B.COM, FCA  
PRATIK G. WAIDYA  
B.COM, FCA

A. G. PIMPARKHEDE & CO.  
(CHARTERED ACCOUNTANTS)  
M-3 "SANKET" APARTMENTS,  
KHARE TOWN, DHARAMPETH,  
NAGPUR-440010  
TEL: (0712) 5602868 FAX: -(0712) 553229

AUDITOR CERTIFICATE

We have examined the accounts and records of GMG Techno Trades Pvt. Ltd. having Reg. Office at S-14, M.I.D.C. Hingna Industrial Area Hingna Road, Nagpur-440 016 (M.S.), PAN NO. AAACG9029J

We hereby certify that GMG have paid custom duty as per prevailing custom rates and refund if any shall be passed on to the buyer

Nagpur  
Date: 02.07.2014

For A.G.PIMPARKHEDE & CO  
CHARTERED ACCOUNTANTS

(A.G. PIMPARKHEDE)  
PARTNER  
M.NO. 34166

  
10/08/15

  
10/08/15