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 L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)
CIN: U10101JH1972GOI000918
WEBSITE:bccl.gov.in Email:gmmm@bccl.gov.in
(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

PURCHASE ORDER **Registered Post**

Ref: **BCCL/PUR/616036(16-17)/HEMM Trailing Cable/Excv/17-18/27** **Dated 28.06.2017**

To
M/s **Skytone Electricals (India) Limited,**
42-43. Industrial Area
N.I.T. Faridabad –121 001 (Haryana)

Vendor code : 1/01/M/S/001
Vendor Type : Mfr
PAN No. : AAECS3278B
Fax no. - 0129-2232456
Tel no: 0129-4099800
E-mail: marketing@skytone.in

Sub: Supply of HEMM Trailing cable.

Ref: Your Bid ID no. **132858** Dated 26.09.16 read with subsequent clarifications last being vide SEIL/T7666/BCCL/1462 dated 14.06.2017 against E-Tender No. BCCL/ Pur/616036 (16-17) / HEMM Trailing Cable/Excv/ RETENDER/16-17/46 DATE-05.09.2016 online bid opened on 28.09.16

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **ORDER** for supply of SKYTONE MAKE TRAILING CABLE FOR HEMM at the following price, terms and conditions:

SCOPE OF SUPPLY

Sl. No.	Tender Sl. no	Description	Material code.	Qty in Mtr	Rate in Rs	Value in Rs
1	03	3 x 25 sq. mm (POWER CORE) + 2 X 25/2 sq. mm (Ground Core) + 1x16 sq. mm (PILOT CORE) , 3.3 KV Grade TRAILING CABLE	94094500187	700	1220.00	8,54,000.00
					Extra Excise duty with ED cess @12.50%	1,06,750.00
					Total	9,60,750.00
					Extra CST @2%	19,215.00
					Landed value in Rs.	**9,79,965.00**

(Rupees Nine Lakh Seventy Nine Thousand Nine Hundred Sixty Five Only)

TERMS & CONDITIONS:

1. **INTEGRITY PACT:** Integrity Pact document duly signed, stamped and accepted by you is applicable for this tender & purchase order. Name of Independent External Monitor for implementation of the pact is mentioned as under:
   Prof (Dr) L.C.Singhi, IAS (Retd)
   L-31, Third Floor Kailash Colony, New Delhi - 110048

2. **PRICE**: FIRM till execution of the contract and FOR destination basis. **Packing &Forwarding Charges**: NIL, **Freight & Insurance Charges**: NIL.

3. **TAXES AND DUTIES**
   Excise Duty & Cess: to be paid extra at actual as applicable at the time of dispatch, within the specified delivery period, against documentary evidence. The present rate of Excise Duty including Cess is @ **12.50%** as indicated in the scope of supply. The excise invoice shall contain the provisions as per NIT for enabling BCCL to avail CENVAT credit.
   Sales Tax: Central sales tax (CST) to be paid extra at actual as applicable at the time of dispatch, within the specified delivery period, against documentary evidence. The present rate of CST is @ 2% as indicated in the scope of supply.

4. **PAYMENT TERMS:** 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.
   Your mandate/acceptance for Electronic Fund transfer indicated against the tender is attached at Annexure E:

   Submission of Bills- Pre –receipted stamped original bill for 100% value in 6copies along with L/R packing list, delivery challan in original, Routine and Type Test certificate
   Guarantee/ Warranty certificate, ISI license, Excise Invoice and other relevant documents should be submitted to the consignee.
   Paying authority: The HOD (F) / MM, Pur-Fin, BCCL, Koyla Nagar, Dhanbad-826005

5. **DELIVERY REQUIREMENT:** Deliveries/supply to be completed within 04 months from the date of order. Earlier supply shall be accepted.
   Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

   Dispatch Advice: Notification of dispatch by Road for each and every consignment should be made to the consignee with copies to this office immediately after dispatch giving the following particulars:
   i) Supply order no. & dtd.
   ii) Description of stores.
   iii) Quantities and / or weight.
   iv) Value of stores.
   v) L.R. no. & date.
   vi) Lorry no.

6. **LIQUIDATED DAMAGES CLAUSE:**
   (a) 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:
   (b) 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 %.

(c) 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
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 if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 6 (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.

7. **FORCE MAJEURE CLAUSE**: 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.

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.

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.

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.

8. **PRICE FALL CLAUSE** – The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer 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, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.2.

9. **WARRANTY:** 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.

10. **SECURITY DEPOSIT**: You are required to deposit as security money for 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. For successful tenderers, 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-II.** The validity of Bank Guarantee should be 02 months beyond the schedule delivery period specified in the order. The value of BANK GUARANTEE to be submitted towards Security money comes to Rs **97,997.00**

11. **PERFORMANCE BANK GUARANTEE:** You 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 & 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-I** (on a non-judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 21 months from the date of receipt of the stores 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. The value of PERFORMANCE BANK GUARANTEE to be submitted comes to **Rs 97,997.00**

NB: Submission of Bank Guarantee: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.).
However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee 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 guarantee.

12. **INSPECTION AND TESTS:** 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.
The inspections and tests may be conducted on the premises of the supplier 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.
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 or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
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.
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.
Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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.

Final inspection shall be carried out at the consignee end after receipt of materials by GM (Excv) or his authorized representative.

13. **CONSIGNEE PARTUCULARS**: Depot Officer, Central Stores, JEALGORA, Distt. Dhanbad (Jharkhand).

14. **GENERAL TERMS AND CONDITIONS**: Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT 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.

15. **JURISDICTION**: Any/All dispute(s) arising out of this tender/order shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	Scope of supply & Technical specification / conditions
2	ANNEXURE- II	Proforma of Bank Guarantee for Security Money.
3	ANNEXURE- I	Proforma of Performance Bank Guarantee.
4	ANNEXURE - D	General Terms and Conditions of supply of stores.
5	ANNEXURE - E	E-Payment mandate.

This 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.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

28/06/17

(S. Pandey)
Assistant Manager (MM)

28/06/17

(A.D.Santhish)
Chief Manager (MM) Pur

INDENT REFERENCE

Sl. no	Indent no. and Date	Capital / Revenue	Budget Certification no. & dtd.
1	INDENT/HEMM/TRAILING CABLE/ BP / 16-17/ DATED 26.05.2016	Revenue	**Budget Certification no. & date.** BCCL/HQ/PUR FIN Store Budget / advance action Rev. Bud/2016-17/ HEMM Spares/hq/Excvn/ dtd 01/6/16 for Rs. 43,00,000/- BCCL/HQ/PUR FIN Store Budget / advance action Rev. Bud/2017-18/ HEMM Spares/hq/Excvn/ dtd 27/6/17 for Rs. 33,03,653/- & eBC no 156 **Financial concurrence No & date** BCCL/PURFIN/FC/65 for Rs. 33,03,653.00 dtd 27/6/17 & e-FC no 107

Copy to:

1. GM (Excv),Koyla Bhawan
2. HoD (Fin)/MM (Pur-Finance), Koyla Bhawan
3. Depot Officer, Central Stores, Jealgora, BCCL, Dhanbad
4. CGM(MM)/GM(MM) , SECL/CCL/WCL/NCL/MCL/ECL
5. Technical Cell, Koyla Bhawan
6. Master file
7. Prof (Dr) L.C.Singhi, IAS(Retd)
   L-31, Third Floor Kailash Colony, New Delhi - 110048

28/06/17

Assistant Manager (MM)

28/06/17

Chief Manager (MM) Pur

Scope of supply & Technical specification / conditions

1. The description, size, qty & specification of the items are as follows. Firm should indicate item description, size, qty & specification in Technical bid.

SL NO	PART NO / Size	DESCRIPTION	Unit	QTY
03	3X 25sq mm (POWER CORE) + 2 x 25/2 sq mm (GROUND CORE) + 1X16 sq mm (PILOT CORE) , 3.3 KV Grade	TRAILING CABLE FOR H55 / CK300(E) / EKG5.0 APPL	MTR	700
Detailed specification & test requirements are given below.				

2. Warranty: 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
3. Firm should declare their obligations for after sales and service on call. Any complaint should be attended within 7 days of reporting and resolved within 21 days.
4. General supply requirements
   a) Size, length, manufacturer no, date of manufacturing, our purchase order ref should be clearly written on each drum.
   b) The cable identification marks consisting size, voltage grade & make at each 10 to 15Mtr length of cable.
5. Delivery within 04 months from the date of confirm order. Earlier supply shall be accepted.

SPECIFICATION OF TRAILING CABLE

1. **Trailing cable 3X25 sq mm (power core)+2X 25/2 sq.mm (Earth core) +1X16 (pilot Core) 3.3 KV grade** flexible trailing cable suitable for both earth and unearthed system, Generally confirming to Is 14494-1998 and to IER 1956 Rule (123) sub rule 5&6) in respect to individually metallic screen on all power core and pilot core.

   a) 03 Power Cores - annealed, flexible tinned copper conductor, (class5 to IS 8130/84) conductor shielded with black semi conducting tape followed by annealed tinned copper wire+ nylon composite braid metallic, conductance of screening as per IS. Core identification by colored tape applied either longitudinal under the composite braiding or applied helically with gapping over the composite braiding having colors red, yellow and blue for core identification.
   b) 02 earth conductors - annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and tapped with green colored proofed cotton tape applied helically with gapping for identification of earth core.

Cont. Pg 2...

c) 01 Pilot core - annealed flexible tinned copper conductor (class 5 confirming IS 8130/84) and insulated with EPR, type IE2 to Is 6380/84 and black colored proofed cotton tape applied helically with full coverage for identification of pilot core, screened with annealed tined copper wire + Nylon composite braiding as per IER 123(5).

Power cores laid up together with 2 earth cores and 1 pilot core placed at outer intrinsic, binder taped, Black HOFR PCP (type SE-3). Inner sheathed, perforated cotton tape reinforcement and black HD HOFR PCP (type SE-4 as per IS 6380-84) sheathed overall.

ANNEXURE-A

TESTIN G OF CABLES

1. The following tests shall be conducted by you as acceptance test on each lot.
   a) Annealing Test
   b) Conductor resistance test
   c) Test for thickness of insulation & sheath
   d) Tensile strength and elongation at break test of insulation & sheath
   e) Hot set test for elastomeric insulation & sheath
   f) Partial discharge test
   g) Electrical test on semiconducting screen
   h) High voltage test
   i) Oxygen index test and temperature index test
   j) Insulation resistance test by 2000V (for 3.3KV)/ 5000V (for 6.6KV) megger between phases & earth
   k) Flammability test

2. The following routine tests shall be carried out successfully by you at each 100Mtr (approx) length of cable.
   a) Conductor resistance test
   b) Partial discharge test
   c) High voltage test
   d) Insulation resistance test by 2000V (for 3.3KV)/ 5000V (for 6.6KV) megger between phases & earth

All test certificates to be submitted along with supplied cables.

28/06/17

Assistant Manager (MM)

28/06/17

Chief Manager (MM) Pur

Appendix-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 relived from our liability by reason or 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.

7. 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.

Appendix-II
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, 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-"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 patter 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, manufacturer 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 famine 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.

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 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 separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed 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 initialed 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.

(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 delivery the stores passed on test 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.

(j) 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 blockage, 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 affected 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 FOR 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 equirement of the law relating to merchandise marks for the time being in force 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 Panel 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 the 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
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".

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ANNEXURE E

SKYTONE ELECTRICALS (INDIA) LIMITED

MANUFACTURERS OF CABLES & WIRES

Works, H.O. & Mailing Address : 42-43, Industrial Area, N.I.T. Faridabad-121001 (Haryana)
Phones : 0129-4099800 (30 Lines), Fax : 0129-2232456
E-mail : marketing@skytone.in
Website : www.skytonecable.com

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name of the Beneficiary	SKYTONE ELECTRICALS (INDIA) LIMITED
02	Address (with Pin code)	42-43,Industrial Area,NIT,Faridabad-121001
03.	Tel.No. (with STD code)	0129-4099800
	BANK PARTICULARS	
A)	Bank Name	Canara Bank
B)	Bank Tel.No. (with STD code)	0129-2410163
C)	Branch Name	Canara Bank, MID Corporate Branch, Faridabad
D.	Bank Branch code	5059
E.	Branch Address(with pin code)	8A, 1st Floor, MID Corporate Branch, Nehru Ground, NIT, Faridabad-121001
F.	Bank Fax.No.(with STD code)	0129-2416785
G.	9 Digit MICR code of the Bank Branch(Enclose copy of cancelled cheque)	110015234
H.	SWIFT code No.	CNRBINBBMCF
I	11 Digit IFSC code of Beneficiary Branch	CNRB0005059
J	Bank Account Number	0330261010439
K.	Bank Account Type	Cash Credit
4.	PAN Number	AACES3278B
5.	E-mail address for intimation Reg. release of payment	marketing@skytone.in
6.	VAT/TIN/CST No.	06101302580

We 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, We could not hold the company responsible. We also agree to bear the Bank charges, if any for enabling such transfer.

For Skytone Electricals (India) Limited

(Authorised Signatory)
Office Stamp

BANK CERTIFICATION