



BHARAT COKING COAL LIMITED
(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)
WEBSITE:bccl.gov.in Email:gmmm@bccl.gov.in

By Registered Post

PURCHASE ORDER

No: PUR/412177(12-13) /5 Cum ER Shov/12-13/232

Dated: 01.03.2013

To,
M/S HEAVY ENGINEERING CORPORATION LIMITED,
HEAVY MACHINE BUILDING PLANT,
PLANT PLAZA ROAD,
PO - DHURWA,
DIST- RANCHI (JHARKHAND)
PINCODE-834 004

Vendor Code-1/22/D/T/485
Phone No-0651 2401438/2401410
Fax No 0651-2401166/2400579

Sub: Supply of 5.0 Cum Electric Rope Shovel (04 Nos/All Replacement/NCD) with spare parts & consumable items for thirty six (36) months

Ref: Your offer No HMB/MKTG/D.0/2.0549.0/BCCL/2012-2234 Dated 18.12.12 read with subsequent clarifications last being HEC/Dir(Mktg)/13-02 Dated 21.01.13 in response to our Domestic Open/Advertised E –Tender No PUR/412177(12-13) /5 Cum ER Shov/12-13/81 Dated: 05-10-2012 offline due on 21.12.12 & online due on 22.12.12 [Advt. No. 31 Dtd 03.10.12)/Corrigendum Dtd 14.11.12; Tender Sl. No. 01] read with subsequent letters last being Dated 11.01.13.

Dear Sirs,

Your above referred offer for supply of 5.0 Cum Electric Rope Shovel (04 Nos/All Replacement/NCD) with spare parts & consumable items for thirty six (36) months has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

1.A EQUIPMENT

DESCRIPTION	Qty (No)	UNIT BASIC PRICE(Rs)	EXTENDED VALUE (Rs.)
5.0 Cum Electric Rope Shovel HEC make Model EQC 5A along with Ancillary Equipment and other requirements for each shovel as specified in Technical Specifications .Detailed specifications as per enclosed Annexures.	4	7,37,00,000.00	29,48,00,000.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		91,09,320.00	3,64,37,280.00
VAT@ 5% on unit basic price + ED		41,40,466.00	1,65,61,864.00
Freight/Transportation Charges inclusive of Service Tax		3,00,000.00	12,00,000.00
Transit Insurance		27,000.00	1,08,000.00
Landed Price		8,72,76,786.00	34,91,07,144.00
TOTAL PURCHASE VALUE (EQUIPMENT) – Rs. Thirty four crore ninety one lakh seven thousand one hundred forty four only			

1.B SPARES & CONSUMABLE FOR 36 MONTHS

DESCRIPTION	Qty (Set)	UNIT BASIC PRICE(Rs)	EXTENDED VALUE (Rs.)
Spares & Consumable for 36 months from acceptance date as per Annexure enclosed)	4	1,01,71,645.00	4,06,86,580.00
Packing & Forwarding Charges		Absorbed	Absorbed
Excise Duty @ 12.36%		12,57,215.32	5028861.29
VAT@ 14%		16,00,040.45	6400161.78
Freight/Transportation Charges inclusive of Service Tax		80,000.00	3,20,000.00
Transit Insurance		Absorbed	Absorbed
Landed Price		1,31,08,900.77	5,24,35,603.07
TOTAL PURCHASE VALUE (SPARES & CONSUMABLE) – Rs. Five crore twenty four lakh thirty five thousand six hundred three and paisa seven only			

2. TOTAL PURCHASE VALUE OF THE CONTRACT: Rs 34,91,07,144.00 (EQUIPMENT) + Rs 5,24,35,603.07 (Spares & Consumable) = Rs 40,15,42,747.07 (Rupees Forty Crore Fifteen Lakh Forty Two Thousand Seven Hundred Forty Seven & Paisa Seven) Only. The above prices are on Ex-Works, Ranchi basis and & 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.

We reserve the right to decrease the ordered quantity to 3 equipments and 3 sets of spares and consumables against this order.

3. EXCISE DUTY WITH EDUCATION CESS: shall be paid extra at legally applicable rates at the time of delivery, subject to production of documentary evidence. Present rate is @ 12.36% on basic price of equipment and

Spares & Consumable for 36 months.

Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by your auditor and to be submitted along with your bill.

BCCL is entitled to avail CENVAT credit on account of Excise duty for Indigenous products and Countervailing Duty and Special additional duty for imported products. The invoice issued by the supplier should contain the following element as per Central excise rule:-

- Name and address of assessee
 - Serial No. of Invoice (should not be hand written)
 - Central excise duty Registration No.(assessee & consignee)
 - Address of the concerned Central Excise Division
 - Range and commissionerate.(assessee & consignee)
 - Name and address of the consignee
 - Description and Classification of the goods
 - Time and date of removal
 - Mode of Transport and vehicle registration number
 - Rate of duty
 - Quantity and value of goods and the Duty payable thereon.
 - Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit rules.
 - Five copies of invoice are to be submitted among those original copies being marked as the "original for buyer", duplicate as "duplicate for transporter".
- Invoice issued by input service providers should contain the Following information:*
- Serial No. of invoice(should not be hand written)
 - Name, address and registration no. of person providing taxable service.
 - Name and address of the person receiving taxable service.
 - Description, classification and value of taxable service provided or to be provided
 - Service tax payable thereon
 - Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit rules.

Consignor/Service providers should show excise/service tax element separately in their offer and invoice should be raised as per Cenvat credit rules as stated earlier.

4. SALES TAX: JVAT shall be paid extra at legally applicable rates at the time of delivery. Present rate is @ 5% on Ex-works price of equipment plus ED with Education Cess and @ 14% on Ex-works price of Spares & Consumable plus ED with Education Cess.

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.

5. PACKING & FORWARDING CHARGES: NIL/Absorbed.

6. FREIGHT/TRANSPORTATION CHARGES: to be paid extra at actual limited to a maximum of Rs. 3,00,000.00 (Rupees Three lakhs only) per equipment and Rs 80,000.00/Set of Spares & consumable, subject to production of documentary evidence. The transport charge is inclusive of service tax at legally applicable rate.

7. TRANSIT INSURANCE: to be paid extra at actual subject to a maximum of Rs. 27,000.00 (Rupees Twenty seven thousand)only per Equipment subject to production of documentary evidence and NIL/Absorbed in case of Spares & Consumable. The transit insurance charge is inclusive of service tax at legally applicable rate.

8. TERMS OF PAYMENT:

(a) 80%value of each equipment and the accessories and 100% Excise duty and full concessional ST/CST along with 100% transportation & Insurance charges will be paid within 21 days after delivery of the equipment and receipt and acceptance of performance bank guarantee. The equipment should be accompanied with relevant dispatch documents like Challan, Maker's Test Cum Inspection Certificate Warranty Certificate, Pre dispatch inspection certificate wherever applicable etc.

(b) Balance 20%payment shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment(along with accessories) at site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction.

(c) For all Operational, maintenance and standby/contingency spare parts, consumable items, wear materials, maintenance tools and special tools in accordance with the Supplier's recommendations for thirty six (36) months from the date of issue of the Acceptance Certificate.:

100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later.

No payment will be made for supply of incomplete equipment.

BCCL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Therefore, you are advised to indicate your Bank Account number and other Bank Details in your Invoice.

- a. Name of the Bank.
- b. Name of the Branch with complete address.
- c. Party's Account Style.
- d. Party's nature of Account.
- e. Party's Account Number.

Your E-Payment mandate is enclosed as ANNEXURE-P

9. **DELIVERY:** To supply 1st machine within 3 months from the date of receipt of supply order and balance to be completed @ 01 No. Per month thereafter. **The fourth machine is to be delivered only after clearance from this office.**

Each machine (Machines to be supplied in each project) shall be delivered with spares parts and consumables adequate, initially, for twelve (12) months operation. Thereafter Spare Parts and consumables shall be delivered periodically and not less than twice annually, throughout the thirty six (36) month period from the date of the Purchaser's Acceptance Certificate. The supplier shall submit 3 (three) separate schedules showing spare parts proposed to be supplied by them in each 12 (twelve) months period from the date of purchaser's acceptance certificate.

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.

10. CONSIGNEE:

The equipment allocated to the mine /projects/ areas as follows which is subject to change as per the requirement of purchaser:

Sl No.	Area/Project	Meant for Project/Mine/OCF	Total Requirement	
			Under NCD	Under PCD
1	The Depot Officer, Regional Stores;Loyabad, Sijua Area V,BCCL Dhanbad Katras Road, Sijua,Dhanbad-828121 TIN No-20161500808 JST Regn No-KT-5(R),Katras Circle,Katras Service Tax Regn No-AAACB7934MST010 CED Regn No-AACB7934MEM010	Tetulumari	01 No	-
2	The Depot Officer, Regional Stores;Laikdih Chanch Victoria Area ,BCCL PO:Laikdih,Dhanbad - TIN No-20672000902 JST Regn No CK-41(R) Service Tax Regn No-AAACB7934MST005 CED Regn No-AACB7934MEM002	Dahibari	01 No	-
3	The Depot Officer, Regional Stores, Lodna Area X,BCCL Khaasjeenagora,Dhanbad -828115 TIN No-20801800089 JST Regn No-JH-8(C),Jharia Circle,Dhanbad Service Tax Regn No-AAACB7934MST016 CED Regn No-AACB7934MEM005	North Tisra-1, Jeenagora-1	02 Nos	-
-	TOTAL	-	04 Nos	NIL

11. PAYING AUTHORITY: The General Manager (Finance), BCCL, Koyla Bhawan : Koyla Nagar Dhanbad, Jharkhand, Pin Code 826005

12 SECURITY DEPOSIT: Exempted being a PSU under the Ministry of Heavy Industries;Govt of India.

13. COMPOSITE GUARANTEE / WARRANTY–As per Annexure-A

13. PERFORMANCE BANK GUARANTEE (PBG):

In accordance with the provision of clauses C.6.2.6 of the technical specifications, the maximum working hours of the Equipment are 5000 (Five thousand) per year.

In accordance with the provisions of clause C.7.2.2 and C.7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall be not less than 85%(eighty five percent) for a period of 36 months from the accepted date of commissioning

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, 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-I** (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of **40** 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. d) As per NIT EMD is convertible to Security deposit and Security deposit is convertible in Performance guarantee.

The total value of PBG to be submitted by M/s HEC Ltd is Rs 4,01,54,275/- for 4 no's of Shovel or Rs. 1,00,38,569/- for each Shovel.

16. JURISDICTION: The Court at Dhanbad/Jharkhand High Court, (INDIA) only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

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.

Yours faithfully,
For & on behalf of Bharat Coking Coal Limited

(S.P.Narayan)
Chief Manager (MM)IV

LIST OF ENCLOSURES

Annexure -A	Technical Specifications SECTION-V - SCHEDULE OF REQUIREMENTS,SCHEDULE OF REQUIREMENTS OF SERVICES SECTION VI - TECHNICAL SPECIFICATIONS PREFACE - INSTRUCTIONS TO BIDDERS A.SCOPE OF SUPPLY B.SPECIFIC SITE REQUIREMENTS PART C.GENERAL REQUIREMENTS PART E:- EQUIPMENT SPECIFICATIONS-OF 5 CUM ELECTRIC ROPE SHOVEL DETAIL OF MECHANICAL AND ELECTRICAL DESCRIPTION AND SPECIFICATION OF SHOVEL All clarifications latter & list of additional items/ features for BCCL 5Cum electric rope shovel
Annexure - B	Integrity Pact
Annexure – C1	Performa of Bank Guarantee
Annexure - D	General terms & conditions for supply of stores.
Annexure - E	Performance of equipment under performance guarantee
Annexure – F	List of ‘O’ RING, FILTER & SEALS for 3000 hours.
Annexure – G	Comprehensive tool list (Standard tool list EQC 5A & Special tools)
Annexure – H	List of Commissioning Spares
Annexure – I	List of all operational, maintenance and standby/ contingency spare parts, consumable items, wear materials, maintenance tools and special tools in accordance with the Supplier’s recommendations for thirty six (36) months from the date of issue of the Acceptance Certificate. FOR EACH EQUIPMENT
Annexure – J	List of Bought Out item
Annexure – K	Automatic / Centralized Lubrication System
Annexure – L	Description & layout of auto fire protection system (AFDSS) for EQC 5A & DGMS Approval of AFDSS
Annexure – M	Performance Curves
Annexure – O	Bucket Capacity Calculation
Annexure - P	E-Payment Mandate

Copy to :

- GM(Excv) /GM(Excv)Cap, Koyla Bhawan : Koyla Nagar,Dhanbad
- The General Manager (Finance)/MM, Koyla Bhawan : Koyla Nagar,Dhanbad.
- The GM(Areas), Area Sijua/CV/Lodna
- GM(Company Secretary), BCCL, Koyla Bhawan : Koyla Nagar,Dhanbad – in ref. to BCCL:CS:F-1(A):91 dated 14/15.02.2013
- GM(MM/Stores), Koyla Bhawan : Koyla Nagar,Dhanbad: in ref. to Indent Registration No 412177 dtd 25.10.12

Indent No	IR No of MM Divn	Qty (No)	Project/Area
RSLD/12-13/171 DTD 03.08.12	412177(12-13) DTD 25.10.12	01	Dahibari OCP/CV AREA (Replacement requirement)
BCCL/LA/R-S/12-13/65 DTD 31.07.12	412177(12-13) DTD 25.10.12	02	N.Tisra & Jeenagora OCP/LODNA AREA (Replacement requirement)
S/L/Store 12-13/508 DTD 31.07.12	412177(12-13) DTD 25.10.12	01	Tetulmari OCP/SIJUA AREA (Replacement requirement)

- GM(UMD),CMPDI Ltd,Gondwana Place,Kanke Road,Ranchi-8 (OO of DT;CIL 172/09 dtd 12.08.09)
- GM / GM (MM), ECL/ CCL/WCL/SECL/NCL/MCL

- CM (Excv), 40 Kempe Gowda Road, 4th Floor, Geetha Mansion, Coal India Ltd., Bangalore – 560 009
- The Depot Officer, RS/Sijua/CV/Lodna,BCCL,Dhanbad.
- M/s ITI Ltd.,Regional Office,F-29,Ground Floor,Doorvani nagar,Bangalore-560016
- MT,Tech Cell,MM Divn, Koyla Bhawan : Koyla Nagar,Dhanbad
- The Independent External Monitor for Integrity Pact:-
Justice Ashok Kumar Chakra barty (Retd)
BB-69, Sector-I, Salt Lake
Kolkata-700064

This issues with approval of agenda item No 292.4E of the 292nd OTH BCCL Board meeting by the Board of Directors of BCCL and minutes communicated by Co.Secy vide BCCL:CS:F-1(A):91 dated 14/15.02.2013

BC&FC

New eBC no ,Ref No 3009 dated 23.02.2013 for Rs 40,15,42,747/- approved BC Reg No 432 Dated 23.02.2013.

Old advance BC no.6 dtd 09.09.2012 for Rs. 36,41,77,252 has been cancelled on 23.02.

eFC No concurred vide no. FC-Reg-No 171/C&B Dated 25.02.2013 for Rs 40,15,42,747.00

Chief Manager (MM)IV

Annexure -- IV

List of Filters & 'O' Ring and Filters for 3000 working hours to be supplied with each equipment free of cost

SNo.	Drg. No.	Description	Qty(Nos)	Remarks
1	1060.16.722	O' Ring 014-018-25	6	
2	1060.16.719	'O' Ring 068-072-25	10	
3		'O' Ring 075-085-58	10	PS:008-513
4		'O' Ring 170-180-58	6	PS:008
5		'O' Ring 200-210-58	6	
6	1040.11.047	'O' Ring	6	
7		Self Cleaning Disc Type Filter	4	

<u>List of Standard & Special Tools to be Supplied with each equipment free of cost</u>		
Sl.No.	Description	Qty. (in No.)
	<u>STANDARD TOOLS</u>	
1	Single Ended Open Jaw General Purpose Spanner	1 set (10 nos.)
2	Double Ended Open Jaw General Purpose Spanner	1 set (18 nos.)
3	Cranked Ring Spanner	1 set (4 nos.)
4	Socket Spanner	2
5	Single Ended Solid Box Spanner	1
6	Box Spanner 8 mm	1
7	Hook Spanner	2 nos.
8	Pipe wrench	2
9	Construction Wrench	2
10	Engineers Screw driver	1 set (3 nos.)
11	Double face Sledge Hammer	1 set (4 nos.)
12	Chisel	2
13	File (round / half round / Flat)	3 nos.
14	Leather Gauntlets	6 pairs
15	Helmet	2 nos.
16	Welding m/c	1
17	Welding Goggles	1
18	Welder's Screen	1
19	Welders Wire Brush	1
20	Welder's Chipping Hammer	1
21	Hackshaw frame with Hackshaw Blade	1
22	Steel Measuring tape	1
23	Engineers Square	1
24	Work Bench Fitted with Bench Vice	1
	<u>SPECIAL TOOLS / TACKLES</u>	
1	Portable Electrical grinding m/c	1
2	Portable Electrical drilling m/c	1
3	Vacuum Cleaner	1
4	Feeler gauge	1 set
5	Hand Operated Crimping tool	2
6	100T Hydraulic Jack	2
7	Pneumatic Wrench of 1" Drive	1 set
8	Electric Drive Winch	1
	<u>Electrical</u>	
1	Soldering iron	1
2	Hand Held Inspection Lamp	1
3	Megger 1 kV	1
4	Digital Multimeter	1

ANNEXURE-VI

List of Initial/ Commissioning spares to be supplied with each equipment free of cost

S.N.	Drg. No.	Description	Qty(Nos)
1	1040.02.008	Rack	2
2	1040.02.007	Handle Rack	12
3	1040.03.215	Motor Pinion	1
4	1040.03.236	Rack Pinion	2
5	1040.09.103	Disc (Elastic Coupling)	4
6	1040.11.002	Pinion Shaft	2
7	1040.11.041	Motor Pinion	2
8	1040.18.034	Disc	3
9	1003.21.01-1	Caterpillar Link	10
10	1040.21.002	Pin 45/185	20
11	1040.21.003	Rivet 24/80	20
12	1040.01.011	Dipper Tooth	20

LIST OF BOUGHT OUT ITEMS

ELECTRICS

- M/s Kirloskar Electric Co., 80H, Industrial Suburb, Vashwantpur, 2nd stage, Bangalore-560022
- M/s Integrated Electric Co.(P) Limited, P.O. No.-5888, No.497-A, IV Phase, Peenya Industrial Area, Bangalore – 560 058

Field Switch

- M/s Meditron, Sirtido Industrial Estate, B.I.T Mesra, Ranchi, Bihar - 835216
- M/s Transgitz Enterprises, Industrial Estate, BIT Mesra, Ranchi
- Electro Technica Swichgears Pvt Ltd, 1/5a Raja Basanta Roy Road ,Joka, Kolkata, West Bengal - 700104

WIRE ROPE

- M/s Usha Martin, Tatisilway, Ranchi
- M/s Bharat Wire Rope, Mumbai
- M/s Orion wire rope, D-59, M.I.D.C., Avadhan, Dist. Dhule-424311 (Maharashtra)

COMPRESSOR

- RMP, 549/1-A, Thadagam Road, Somaiyampalayam Post, Kanuvai, Coimbatore- 641 108
- Ingersoll Rand (India) Ltd., 21-30, GIDC Estate, Naroda, Ahmedabad - 382 330
- Elgi Industrial Complex, Trichy Road, Singanallur, Coimbatore - 641 005
- M/s PERMA Machinery Pvt. Ltd., 7602 Phase-4, Chamunda Estate, Ramol Cross Road, Vatva, Gidc Ahmedabad, Gujarat 382445
- M/s Atlas Copco, Kolkata

HYDRAULIC POWER PACK

- Eaton Technologies Pvt.Ltd., EON Free Zone, Cluster C, Wing 1, Plot No. 1, Survey No. 77, MIDC Kharadi Knowledge Park, Pune - 411014, Maharashtra
- Rexroth, Near Vatva Railway Station, Vatva, Ahmedabad - 382 445
- Orion wire rope, D-59, M.I.D.C., Avadhan, Dist. Dhule-424311 (Maharashtra)
- M/s Bemco Jack, Belgaum - 590 008 Karnataka

AUTOMATIC FIRE DETECTION & SUPPRESSION SYSTEM

- M/s Safe Fire, New Delhi
- Eva-Dutt Automatic Systems, 2-2-647/A/6/2, Saibaba Nagar, New Nallakunta, Hyderabad, Andhra Pradesh - 500 013
- Ansul, Fire Protection Products, 1st Floor, A - 26, Sector – 63, NOIDA, Uttar Pradesh 201307
- Gunnebo India Private Limited, Unit No. 102, 1st Floor, Akruti SMC, LBS Marg, Khopat, Thane (W) – 400 601

ANNEXURE-

Format of Performance Bank Guarantee (RS.250 non-judicial stamp paper)

Messers -----, a Company having its office -----
----- (hereinafter called the Contractor) has entered into a Contract No. -----
-----dated ----- (hereinafter called the said Contract) with Bharat Coking
Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the
said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the
Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum
of ----- equivalent to 10% of the value of order by the Contractor, 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 Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained
in the said contract.

The ----- having its office at -----has at the request of Seller
agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. 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 or any of the terms and 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 purchaser and the Seller regarding the claim. However, our liability under this
guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, 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 that would be taken for the
performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or
by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and
conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge
the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----
-(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We, -----Bank Ltd., further agree with the Purchaser, that the Purchaser,
shall have the fullest liberty without our consent and without effecting in any manner our 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 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 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 -----
---(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, -----Bank Ltd., further agree to renew the Bank Guarantee from
time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its
currency except with the previous consent of the Purchaser, in writing.

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

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : Day of 20.....
for Bank Limited.

Signature of the authorised person
for and on behalf of the Bank.

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 Ltd. ,Dhanbad
 - 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 Ltd. 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 female 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 along with 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 up to 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 initialled 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 labelled with the tenderer's 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 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 instalment 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 despatch 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 despatched. 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 Ltd. 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 words 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 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 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 or 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 disfavour 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 the amount recoverable, the re-undertaken 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”.

30 PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM
(To be submitted off line in triplicate)

1	VENDOR/SUPPLIER NAME AND ADDRESS (WITH TELEPHONE NO. AND FAX NO.)	
2	PARTICULARS OF BANK ACCOUNT	
	A. BANK NAME	
	B. BRANCH NAME (INCLUDING RTGS CODE)	
	ADDRESS	
	TELEPHONE NO. AND FAX NO.	
	C. 9- DIGIT CODE NO. OF THE BANK AND BRANCH(Appearing on the MICR cheque issued on the Bank) or 5-Digit code No. of SBI	
	D. ACCOUNT TYPE (SB Account/current account or cash credit with code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NO.	
	F. ACCOUNT NO. (CORE BANKING) AND STYLE OF ACCOUNT (As appearing on the cheque book)	

31. 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 charges levied by the Bank of such e-transfer shall be borne by us.

Date-----

(-----)

Signature of the vendor/supplier

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

(-----)

Signature of the authorised officials of the Bank
