



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)

BY REGD POST

Purchase order

No: PUR/411059/Fogging Machine/Medical/11-12/ 99

Dated: **04.09.2012**

To

M/s Pest Control (India) Pvt. Ltd.

Product Sales Division: H. No. 107

Line No. 5, Kashidih, Sakchi

Jamshedpur-831001 (Jharkhand)

FAX No -0657-2442992

Vendor code 1/22/D/T/489

Sub: Supply of Fogging machines to BCCL

Ref: Your offer No PCIL/PSD-JSR/2011-12 Dated 16.07.2011 read with subsequent clarifications last being dated 24.08.12 against this office Domestic advertised E Tender No BCCL/PUR/411059/ Fogging Machine /Medical /11-12/ 28 dated 09-06-2011 read with subsequent letters last being dated 03.04.2012.

Dear Sir,

Your online bid for Supply of Fogging machines has been accepted with terms and conditions including prices as detailed hereunder:

1. SCOPE OF SUPPLY

Sl No	Description	Qty (Nos)	Unit Rate (Rs)	Extended Value (Rs)
1	Thermal fogging machine (IGEBA TF 95 HD) which can be mounted on vehicle, Petroleum based pulse jet, Engine power 50HP, Fuel Tank capacity 5.5 litres, Fuel consumption 4 litres/Hr, Solution tank capacity 60 litres, Fogging capacity 100 litres/hr, Electronic ignition coil with 6 volts batteries. (Detail specification and description as per Annexure-A & leaflet attached as Annexure-B)	02	5,99,000.00	11,98,000.00
	Excise Duty		Not Applicable	Not Applicable
	VAT extra as applicable. Present rate is @ 14%		83,860.00	1,67,720.00
	Landed Value		6,82,860.00	13,65,720.00
2	Comprehensive Annual Maintenance Charges for 9 years. [This contract is to be entered/signed between M/s Pest Control (India) Pvt. Ltd, (hereinafter called the CAMC holder) of the one part AND CMS; CHD, Bharat Coking Coal Limited (hereinafter called the BCCL/Purchaser) the other part regarding CAMC contract of 02 Nos Fogging machine to be supplied against this purchase Order Read with subsequent amendment ,if any., before expiry of the warranty period; as per Annexure-E]		1,62,957.00	3,25,914.00
	Service Tax @ 12.3%		20,141.48	40,282.96

	Landed value		1,83,098.48	3,66,196.96
3	Total Purchase Value		8,65,958.48	17,31,916.96

2.TOTAL PURCHASE VALUE: Rs 17,31,916.96 (Rupees Seventeen Lakhs Thirty One THOUSAND Nine Hundred Sixteen & PAISA Ninety Six ONLY).

3.INTEGRITY PACT document signed and submitted by you is deemed to have been signed by BCCL authorities. The name of Independent External Monitor is :
Justice Ashok Kumar Chakraborty (Retd)
BB-69, Sector-I, Salt Lake
Kolkata-700064

4.PRICE: Price are FIRM & on FOR DESTINATION basis, for delivery up to Central Stores; EKRA. Packaging and forwarding charges-Free, Freight-Free, Transit insurance-Free Safe arrival of materials up to destination shall be the responsibility of the supplier

5.TAXES AND DUTIES:

- Excise Duty: NIL/Not applicable.
 - Sales Tax/VAT: To be paid extra at legally applicable rate. Present rate of VAT is @ 14%.
 - Auditors' certificate for Imported Items: A certificate from your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer/BCCL, shall be submitted along with supplies/bills
 - Input Tax credit to be availed by the paying authority.
- Any increase in taxes & duties after expiry of delivery period shall be of suppliers account. Road permits, if required should be obtained from the respective consignee

6.PAYMENT TERMS:

FOR FOGGING MACHINE:

"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.

Paying authority: GENERAL MANAGER (F) MM, KOYLA BHAWAN, Dhanbad

Submission of Bills- Pre –receipted stamped original bill for 100% value in triplicate along with L/R packing list, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents as specified should be submitted to the consignee.

The required items are imported and offered to BCCL in Indian Rupees; hence you shall have to submit the following documents with each supply:

The foreign principal's invoice or packing list – original as well as certified photocopy.

Certified photocopy of Bill of Lading.

Bill of Entry – Original as well as certified photocopy.

The originals mentioned above shall be returned back to you after verification and endorsement.

FOR ANNUAL MAINTENANCE CHARGES (MC):

- The quarterly MC bills (being the pro-rata amount for three months of the 'Annual Maintenance Charges) along with the 'Service Report' for the preceding quarter and the 'Completion Certificate' from the concerned Head of the Department / CMS (CHD), shall be raised after the completion of each quarter which will be paid within 30(Thirty) days after receipt and acceptance of the same. Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill. During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder/Supplier if any.

ii. Paying Authority: CHIEF MANAGER (F), CHD ,BCCL , Dhanbad.

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

Name of the Bank. **INDIAN OVERSEAS BANK**

Name of the Branch with complete address. **BISTUPUR, JAMSHEDPUR-831001**

Party's Account Style.: **PEST CONTROL (INDIA) PVT.LTD**

Party's nature of Account. **CURRENT ACCOUNT**

Party's Account Number.: **042402000000198**

7.DELIVERY REQUIREMENT- Delivery schedule shall be reckoned from the 10TH day from the date of order. and the date of receipt of materials at our stores/ date of Bill of Lading shall be treated as the date of delivery and to be completed within 45 days thereafter.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.

8.LIQUIDATED DAMAGES CLAUSE-As per Clause 20 ; Annexure D

9.FORCE MAJEURE CLAUSE -As per clause 21; Annexure D

10.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.

11.COMPOSITE GUARANTEE / WARRANTY

The supply shall be covered by the maker's standard guarantee as follows: The supplier shall warrant that the items supplied under the contract / supply order

Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

Is in accordance with the contract specifications.

Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover

12.EARNEST MONEY DEPOSIT: Rs 69,020.00 submitted vide Demand Draft No 28516 Dated 17.07.2011. For successful bidder, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

13.[a] SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (**Rs 1,73,192.00**) for the supply of material (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 the successful tenderer fails 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-C-II

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

In addition to above

[b]LATERAL SECURITY DEPOSIT: Security Deposit for an amount of 10% of the Annual Maintenance Charges (the maximum of any of the year's of the maintenance period) shall be required to be submitted by the successful bidder. The Security Deposit may be submitted in the form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad/Bank Guarantee (Format enclosed) within 15 days from the date of placement of order. The Bank Guarantee shall be valid for a period of six months beyond the scheduled maintenance period of the equipment.

14.PERFORMANCE BANK GUARANTEE: The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the equipments (**Rs 1,36,572.00**). 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 18 months from the date of dispatch 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.

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.

15.INSPECTION AND TESTS:

The CMS(CHD) BCCL, Dhanbad or his authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.

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 and 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 by CMS(CHD) BCCL, Dhanbad.

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.

16. CONSIGNEE PARTICULARS: The Depot Officer, Central Stores, Ekra (Dhanbad)

17. 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.

18. JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

The contract is concluded with the issuance of this supply order. Two copies of the purchase order is enclosed. Please return one copy duly stamped and receipted as a token of your acceptance within 15 days of issue of this purchase order.

Yours faithfully,
For & on behalf of BCCL,

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

Enclosures:

- Annexure-A : Technical Specification
Annexure-B : Leaflet of TF 95HD Fogging machine
Annexure -C-I : Format of PBG.
Annexure-C-II : Format of Bank Guarantee for Security Deposit
Annexure-D : General Terms & Conditions.
Annexure-E : Terms and Conditions for Comprehensive Annual Maintenance of Fogging Machine beyond the Guaranty/Warranty Period

CC to:

1. The CMS(CHD) BCCL , Dhanbad
2. The GM(MM)Pur/HOD(C&B)
3. The GM(F)MM BCCL , Dhanbad CM(MM)I TECH CELL;MM Divn, BCCL , Dhanbad-
4. The CM(MM)I/Tech Cell,MM Divn- This has reference to Indent No & date:- Nil & IR/File No & date :- 411059 (11-12) dated 23-05-2011.
5. The Chief Manager (F), CHD ,BCCL , Dhanbad.- The advance budget is required to be incorporated in the budget proposal of the respective financial years.
- 6.The Depot Officer ,Central Stores EKRA,BCCL
- 7.The IEM-Justice Ashok Kumar Chakraborty (Retd),BB-69, Sector-I, Salt Lake,Kolkata-700064

BC Reference: *BCCL P&P (FIN), HQ: CAPITAL BC/FC GIVEN FOR 12-13 for an amount of Rs 13,65,720.00 (Rupees Thirteen Lakhs Sixty Five Thousand Seven Hundred Twenty Only) vide BCCL P&P(F)/CAP/BC/12-13/P&M/CHD/54/28 Dated 09.06.2012*

FC Reference: *AND accorded FC vide BCCL P&P(F)/CAP/FC/12-13/P&M/CHD/42/18 Dated 09.06.2012,in favour of M/s PEST CONTROL(I) PVT LTD.*

Advance Budget *for AMC of two Nos of Fogging Machines for Rs 3,66,196.97 ref No 391/F dated 24.05.2011 communicated by HOD(C&B) vide Ref BCCL/FIN(C&B)/12/D/45 Dated 18.08.2012 for issue of work order. The advance budget is required to be incorporated in the budget proposal of the respective financial years.*

This issues with the concurrence of D(F) vide diary No 2/21 Dated 06.04.2012 and approval of CMD vide diary No 354/F Dated 07.04.2012.

Chief Manager (MM)IV

ANNEXURE-A

BHARAT COKING COAL LIMITED			
Tender Ref no: BCCL/PUR/411059/ Fogging Machine /Medical /11-12/ 28 dated 09-06-2011			
TECHNICAL SPECIFICATIONS			
BIDDER SHOULD CONFIRM THE ACCEPTANCE/ CONFIRM SUBMISSION OF REVELANT DOCUMENTS:			
ANNEXURE-A			
NAME OF THE BIDDER		PEST CONTROL (INDIA) PVT. LTD. H.NO: 107, LINE NO: 5, KASHIDH, SAKCHI, JAMSHEDPUR – 831 001	
SL. No	Description	Bidder to Agree	
	PROVEN-NESS CRITERIA :		
	TENDERERS WHO FULFILL THE FOLLOWING CRITERIA OF PROVEN-NESS WILL BE CONSIDERED AS ' PROVEN FIRM': - PROVEN MEANS THOSE MANUFACTURERS OR THE FIRM EXCLUSIVELY AUTHORISED BY THE PROVEN MANUFACTURER TO QUOTE AGAINST THIS TENDER WHO HAVE SUPPLIED TENDERED ITEM (S) IN PAST TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT /PUBLIC SECTOR UNDERTAKING – INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) PLACED BY COMPANY'S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDER PLACED BY BCCL CO. HQ MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS.		YES
	(A) DESCRIPTION: Fogging Machine which can be mounted on vehicle.		YES
	(B)TECHNICAL SPECIFICATION Thermal fogging machine, Petroleum based pulse jet, Engine power 50HP,Fuel Tank capacity 5.5 liters, Fuel consumption 4 liters/Hr, Solution tank capacity 60 liters, Fogging capacity 100 liters/hr, Electronic ignition coil with 6 volts batteries,		YES (IGEBA TF 95 HD) MADE IN GERMANY
	(C) QUANTITY :- 4 Nos		YES, WE CAN PROVIDE
	(D) DELIVERY :- Within 45 days.		YES – AGREED
	Terms and Conditions for Comprehensive Annual Maintenance of Fogging Machine beyond the Guaranty/Warranty Period		
	1. The onsite comprehensive annual maintenance of the equipment, for a period of 09 years beyond the Guaranty/Warranty period of 01 year shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required.		YES – WE WILL PROVIDE AMC AFTER THE COMPLETION OF THE WARRANTY PERIOD.
	2. Preventive maintenance of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.		YES – AGREED
	3. The breakdown calls shall be attended by the supplier within the shortest possible time, upon the receipt of written or verbal/telephonic intimation of the breakdown.		YES – AGREED
	4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis. The availability percentage for each equipment shall be calculated for each quarter as under: Actual Availability = $\frac{(No. of days in the quarter) \times 24 - (Downtime hours in the quarter)}{No. of days in the quarter \times 24} \times 100$		YES – AGREED
	5. Downtime Penalty: The availability percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 4 above. Penalty, if applicable, shall be calculated as under: Penalty = $(100 - actual availability in the quarter) \times \text{“Annual Maintenance Charges/4”}$		YES – AGREED

							ANNEXURE-A
	6. The bidder shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that they "shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance" shall be required to be submitted, by the bidders.						YES – AGREED
	5. Payment Terms for 'Maintenance Charges (MC)'/Paying Authority: i. The quarterly MC bills (being the pro rata amount for three months of the 'Annual Maintenance Charges') along with the 'Service Report' for the preceding quarter and the 'Completion Certificate' from the concerned Head of the Department (HOD to be confirmed by the consignee) shall be raised after the completion of each quarter which will be paid by cheque within 30(thirty) days after receipt and acceptance of the same. Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill During the "Contract Period" no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any ii. Paying Authority: FM, CHD, BCCL, Dhanbad						YES – AGREED
	8. Lateral Security Deposit: Security Deposit for an amount of 10% of the Annual Maintenance Charges (the maximum of any of the year's of the maintenance period) shall be required to be submitted by the successful bidder. The Security Deposit may be submitted in the form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad/Bank Guarantee (Format enclosed) within 15 days from the date of placement of order. The Bank Guarantee shall be valid for a period of six months beyond the scheduled maintenance period of the equipment.						YES – AGREED
	9. The bidders are required to submit their year wise Annual Maintenance Charges (AMC) beyond the period of Guaranty/Warranty of the equipment, in the following format in Annexure-II i.e. Price bid:						YES – AGREED
Sl	Year	Annual Maintenance charge (Rs.)	Rate of service Tax (if applicable)	Service Tax (if applicable)in Rs.	Total in Rs.		
1	1st year						
2	2nd year						
3	3rd year						
4	Upto the number of years as per the NIT						
Total							
Note:-1. Rates should not be disclosed in techno-commercial bid.							
	2. The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place ,anywhere in India.						AGREED
	The Bidders are required to submit the Comprehensive Annual Maintenance Charges applicable for the equipment offered by them, in the above format separately along with their Price Bid. It must, however, be specifically confirmed here, without disclosing the rates, that the Comprehensive Annual Maintenance Charges in the above format has been submitted along with the Price Bid.						AGREED
	N.B.: The Bidders must confirm their acceptance/ compliance, clause wise of the above terms and conditions.						

IGEBA

TF 95 HD



2014/05/05 - Certified
CAN EN ISO 9001

9001



TF 95 HD



Agriculture has always had to accept considerable yield losses caused by pests and diseases. Other pests attack stores and can destroy them entirely. The use of environment-friendly techniques in the field of plant protection and pest control is becoming increasingly significant in view of the current state of environmental problems. Whether biological or chemical-IGEBA opens up new dimensions in this field with the decades of practical experience gathered by its leading experts. With minimum application rates per surface, IGEBA technology makes a vital contribution to avoiding further environmental damage.

IGEBA high performance fog generator TF 95 HD

Solution tank, petrol tank, and fog tube are manufactured from stainless steel.

The unit has been designed for economical treatment of large areas and spaces.

The fog tube is vertically infinitely adjustable by means of a crank handle.

In order to meet strictest safety requirements when fogging flammable liquids, every unit is equipped with an automatic pneumatic electronic cut-off device, e.g. in case of lack of petrol or pressure loss in the gas-feed system.

All parts are resistant to wear and decay provided the suggested preventive maintenance routine is observed. This can be carried out easily by the operating personnel.

This unit is also equipped with a sound insulation muffler with air filter, reducing noise stress for the operator to a minimum.

Easily transportable by a handlebar which runs around the entire solution tank.

Fog output is easily released by corresponding push buttons which activate an electronically/electrically operated valve without having to actuate the solution tap.

This unit is ideally suited for large area treatment outdoors, in large warehouses and manufacturing plant, and for applying water-based emulsion concentrations in large greenhouses.

A rotary table is available as an option to make the unit mobile in the horizontal plane.

The **IGEBA high performance fog generator TF 95 HD** can be used indoors or outdoors to produce a dense fog of insecticide which will have an immediate effect with the correct chemical, killing flying and crawling insects. Outdoors and under the right weather conditions, fog can drift over an infested area most effectively with a minimum of environmental contamination. This provides immediate control of fly and mosquito pests. Fog generators are widely used to control malaria and yellow-fever transmitting mosquitoes.

Indoors the **IGEBA TF 95 HD** is used to treat warehouses of large size and other buildings in a rapid and economical way. Our machines are also used for the disinfection of stables etc. for example with formalin or any other disinfectant. The list of possible applications can be continued practically without restriction.

For remote operation, the fogger can be equipped with a remote control box.



TF-PF 95 HD

Basic unit without solution tank but fitted with a 12 V DC feed pump and remote control (5 m), suction tube with pump, 4 m long

Technical Specifications

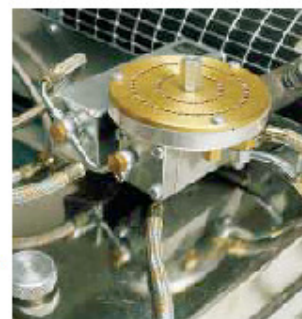
	TF 95 HD	TF-PF 95 HD
Combustion chamber output	36,8 KW (50HP)	36,8 KW (50 HP)
Fuel tank capacity	5,5 l	5,5 l
Fuel consumption	4 l/h	4 l/h
Solution tank capacity	60 l	–
Feed pump	–	12 V DC
Max. output oil / water	100 / 40 l/h	100 / – l/h
Dosage nozzles (oil)	1.4 - 5.5	1.4 - 5.5
Dosage nozzles (water)	1.2 - 1.6	–
Electronic ignition coil	6 V	6 V
Power supply, battery	4 x 1,5 V DC (Monocell)	12 V DC
Dimensions	198 x 62 x 58 cm	198 x 62 x 58 cm
Weight kg	39,5	36

Standard accessories

1 set of dosage nozzles water	1.2, 1.4, 1.6	–
1 set of dosage nozzles oil	1.4, 2.0, 5.5	1.4, 2.0, 5.5
1 fuel funnel	+	+
1 solution funnel	+	+
1 set of maintenance tools	+	+
1 set of cleaning tools	+	+
- seals, diaphragms	+	+
1 instruction manual	+	+
1 spare parts list	+	+
1 set of Alkaline batteries à 1,5 V	+	–
Rotary turn table	–	+

Optional accessories

Rotary turn table	+	–
Fog tube extension 45°	+	+
Pressure gauge for tank pressure	+	–
Pressure gauge for fuel tank	+	+



Air intake valve without filter acting as silencer.



IGEBA Geraetebau GmbH
P.O. Box 6
D-87478 Weitnau/Germany
[0]8375/9200-0
[0]8375/9200-22
Telex 54 729 igeba d

e-mail
igeba-germany@t-online.de
<http://www.igeba.de>

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.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

(RS.250 non-judicial stamp paper)

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

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

We, the Bank Limited 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 Bank Limited 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 Bank Limited 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 Bank Limited 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.

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**Definition****1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :**

- (i) "Contract" means the invitation to 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 contractor.
- (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 assignees 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, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.

(v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.

(vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.

(vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work 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) Specifications;

(b) Drawing;

(c) Sealed pattern denoting a pattern sealed and signed by the Inspector.

(d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

(e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.

(f) Proprietary make denoting the product of an individual manufacturers.

(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" and "Quality" means the unit and quantity specified in the schedule.

(xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :

(i) The consignee at his premises, or

(ii) where-so provided the interim consignee at his premises, or

(iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

(iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.**4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.****5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian 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 communication are to be sent

For all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. (i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to 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 four months from the date of submitting quotations unless otherwise specified.
 - (vi) Tender must invariably be submitted along with illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
 - (vii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare 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 initiated by the tenderers, failing which their tenders will not be considered.
 - (x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
- (ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
- (iii) All samples must be clearly labeled 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 or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any 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 all 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 to compensation against the purchaser.
- (iii) If the contract is not determined as provided in the sub-clause(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)(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize 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 Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, 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 regard to 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 Coal India Limited 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 Coal India Limited and/or its subsidiary companies all moneys, 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 quotation 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. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicated 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. 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.

15. 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 an 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.
16. **EARNEST MONEY/SECURITY MONEY :**
- a) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.
 - b) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.
The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.
 - c) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.
 - d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.
17. **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 authorized and specified in the contract or supply order or any amendment thereto.
- (a) **Facilities for Test and Examination**
The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying himself, 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 to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
 - (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 examinations all or any of the stores manufactured by the supplier to any premises other than his(suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
 - (c) **Delivery of Stores for Test**
The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
 - (d) **Liability for Costs of Laboratory Test**
In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test 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 supplier's 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 or 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 inspections 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 re-submitted.
 - (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 re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
 - (ii) Purchase or authorize 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 authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a 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) **Inspectors' 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 will 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 recognized Government or purchaser's mark. The stores which cannot 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 from the moment of 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 notes duly completed, for being attached to the supplier's bill in support thereof.

18. 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. Coal India Limited and/or its subsidiary company 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 packages 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

19. Delivery :

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

20. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :

(a) To recover from the successful tenderer 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or –

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

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21. 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 an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited 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 Coal India Limited 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.

22. 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 offices) 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.

23. 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.

24. The supplier shall at all times indemnify Coal India Limited 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 Coal India Ltd. 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.

25. 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.

26. 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 caused to the purchaser.

Where alternative routes exist, Coal India Limited/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.

27. **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.

28. **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 requirements of the law relating to Merchandise Marks for the time being in force in India.

29. **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 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 contract 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 behalf under Chapter IX of the India 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- under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

30. **Insolvency and Breach of Contract**

(a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say

If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for 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, Liquidator 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.

a. (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.

31. **Terms of Payment**

(a) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

(b) Payment against the supply orders placed either by the Subsidiary company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.

(c) Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

(d) Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.

(e) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter-IX of the Purchase Manual.

32. **Progress Reports**

(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 as 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.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi court** only and as per "Law of the land".

Terms and Conditions for Comprehensive Annual Maintenance of
Fogging Machine beyond the Guaranty/Warranty Period

1. The onsite comprehensive annual maintenance of the equipment, for a period of **09** years beyond the Guaranty/Warranty period of 01 year shall be the responsibility of the supplier and the charges thereof shall be inclusive of repair/replacement of all parts as may be required.
2. Preventive maintenance of the equipment, in the third month of each quarter, beyond the Guaranty/Warranty period specified in the order, shall be carried out by the supplier.
3. The breakdown calls shall be attended by the supplier within the shortest possible time, upon the receipt of written or verbal/telephonic intimation of the breakdown.
4. The supplier shall guarantee of 95 % availability (uptime) of the equipment on quarterly basis. The availability percentage for each equipment shall be calculated for each quarter as under:

$$\text{Actual Availability} = \frac{(\text{No. of days in quarter X 24}) - (\text{Downtime hours during the quarter})}{\text{No. of days in the quarter X 24}} \times 100$$

5. Downtime Penalty: The availability percentage shall be calculated for each quarter. Penalty will be imposed on pro-rata basis if the availability falls below the guaranteed uptime as mentioned in clause 4 above. Penalty, if applicable, shall be calculated as under:

$$\text{Penalty} = \frac{(100 - \text{Actual availability in the quarter}) \times \text{“Annual Maintenance Charges/4”}}{100}$$

6. The bidder shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance. In case the offer, in the instant tender, has been submitted by a firm authorized by the Manufacturer (Principal) an undertaking from the Principal confirming that they “shall undertake and ensure the availability of consumables, spare parts and assemblies for the equipment for the entire period covering the Guarantee/Warranty and the period of the Comprehensive Annual Maintenance” shall be required to be submitted, by the bidders.

7. Payment Terms for ‘Maintenance Charges (MC)’/Paying Authority:

- i. The quarterly MC bills (being the pro rata amount for three months of the ‘Annual Maintenance Charges’) along with the ‘Service Report’ for the preceding quarter and the ‘Completion Certificate’ from the concerned Head of the Department-CMS;CHD, shall be raised after the completion of each quarter which will be paid by cheque within 30(thirty) days after receipt and acceptance of the same.

Penalty Charges for the preceding quarter, if any, shall be recovered from the quarterly bill.

During the “Contract Period” no interest is payable on any amount whatsoever to the successful Bidder / Supplier if any.

- ii. Paying Authority: Chief Manager (F), CHD, BCCL, Dhanbad

8. Lateral Security Deposit: Security Deposit for an amount of 10% of the Annual Maintenance Charges (the maximum of any of the year’s of the maintenance period) shall be required to be submitted by the successful bidder. The Security Deposit may be submitted in the form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad/Bank Guarantee (Format enclosed) within 15 days from the date of placement of order. The Bank Guarantee shall be valid for a period of six months beyond the scheduled maintenance period of the equipment.

9. The year wise Annual Maintenance Charges (AMC) beyond the period of Guaranty/Warranty of the equipment,

Period	Year	AMC Price (Rs.)	No. of Machines	Total Value(Rs.)	Service Tax @ 12.36%	Total AMC price (Rs.)
1 st yr	2013-14	12000.00	02	24000.00	2966.40	26966.40
2 nd yr	2014-15	13200.00	02	26400.00	3263.04	29663.04
3 rd yr	2015-16	14520.00	02	29040.00	3589.34	32629.34
4 th yr	2016-17	15972.00	02	31944.00	3948.28	35892.28
5 th yr	2017-18	17570.00	02	35140.00	4343.30	39483.30
6 th yr	2018-19	19326.00	02	38652.00	4777.39	43429.39
7 th yr	2019-20	21259.00	02	42518.00	5255.22	47773.22
8 th yr	2020-21	23385.00	02	46770.00	5780.77	52550.77
9 th yr	2021-22	25725.00	02	51450.00	6359.22	57809.22

NB.Service Tax will be paid extra as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

For & on behalf of **BCCL**

For & on behalf of **M/s Pest Control (India) Pvt. Ltd**

CMS;CHD

Name:
Designation:

Date:

Place: