

**WESTERN COALFIELDS LIMITED**

(A SUBSIDIARY OF Coal India Limited)

CIN U10100MH1975GOI018626

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES,
NAGPUR - 440 001.

PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order no : 11000112320032

Dated: 04.05.2020

SUPPLY ORDER

To

M/s Eimco Elecon (India) Limited
Anand Sojitra Road, Vallabh Vidyanagar,
Gujarat 388120

Vendor Code : 508026

Vendor Category : Manufacturer

email : hbshukla@eimcoelecon.in

Dear Sir,

Sub : **Formal Order for supply of Universal Drilling Machines (UDMs)**

Ref: 1. WCL Tender Enquiry no: WCL-hq-Pur-yvr-ra-e084-2019-20 opened on 31.10.2019, (tender ID: 2019_WCL_151835_1), Price bid opened / reverse Auction held on 03.02.2020

2. Your offer / Bid ID: 451727 and subsequent submission of shortfall / confirmatory documents on portal

3. WCL's letter no NGP/WCL/MMW/19-20/Sec1A/UDMs/1432 dt 12.02.2020

4. Your letter no EIM/WCL/0484 dt 18.02.2020

4. Your letter no EIM/WCL/0487 dt 20.02.2020

5. Your email dated 02.05.2020

With reference to above, we are pleased to place FORMAL ORDER on you for the supply of Universal Drilling Machines (UDMs), at the rates and as per terms and conditions stipulated below and general terms and conditions enclosed:-

Description	Ordered qty (nos)	Unit Basic Price Rs.	Extended value Rs.
DGMS approved Eimco make model 611-DRILL, Electro-hydraulically powered crawler mounted Standard Height Universal Drilling Machines, as per the Scope of supply & Technical specifications as per the Annexure Enclosed	5	44,65,000.00	2,23,25,000.00
GST @ 18% on equipment			40,18,500.00
Total value of order before availing ITC on GST			2,63,43,500.00

Total Value: Rs.2,63,43,500.00 (Rupees Two crores sixty three lakhs forty three thousand and five hundred only).

Terms and conditions :

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, Freight and insurance charges upto destination. Safe arrival of the consignment at destination shall be your responsibility.

2. **GST:** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable on equipment is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You should upload the Tax Invoices/ Debit Note/ Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from the firm.

3. **Delivery:** Delivery to be completed within 4 (four) months, which shall be reckoned from 7th day of order date. Early supplies are acceptable.

4. **Final Inspection:** Final inspection shall be carried out by the authorised representative of WCL, at the consignee stores.

5. Consignee & Allocation:-

Qty	Project Allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
5 nos	Saoner2 - 3nos; Saoner3 - 2 nos	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur Area, PO : Silewara Colliery, Distt: Nagpur (M.S) 441109

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Supply Order no 11000112320032 Dt 04.05.2020; M/s Eimco Elecon (India) Limited

6. **Payment terms** : 80% value of equipment and initial spares (if any) and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by the consignee or submission of bills and acceptance of Performance Bank Guarantee & Security BG, whichever is later. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from Area GM/SO(EE&M) of concerned area to the effect that the equipment has been erected and commissioned to their entire satisfaction and performance testing at the allocated location.

7. **Paying Authority**: General Manager (Fin.), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-1

8. **EFT Details as given by you in your offer** :-

Name of the Bank, Branch & Location	State Bank of India, Specialized Commercial Branch, Jaylaxmi Plaza, Ganesh Crossing, PO - Anand - 388 001
Account Number, Nature of Account	10201747608, Cash Credit
IFSC Code	SBIN0004084

9. **Mode of dispatch**: All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

10. **Security Deposit** : You shall furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. for Rs.26,34,350.00 (rupees twenty six lakhs thirty four thousand three hundred and fifty only), within 15 days time from the date of supply order to this office. The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The banker of the firm shall issue Bank Guarantee in paper form as per format at Annexure "D" as well as on SFMS (Structured Finance Message Service) platform. The security deposit may be converted into performance bank guarantee as per NIT provisions after completion of the supplies.

11. **Performance Bank Guarantee**: You have to furnish a Performance Bank Guarantee for 10% (ten percent) value of the awarded contract i.e. for Rs.26,34,350.00 (rupees twenty six lakhs thirty four thousand three hundred and fifty only), satisfactory operation and performance valid for 18 months from the date of supply and acceptance of equipment, equivalent to 10% value of the contract including GST to the FOR Destination price of the equipment on order. The Bank Guarantee shall be released after successful completion of the Guarantee / Warranty period after confirmation from GM(E&M) HOD, WCL Hq. Any short fall of performance availability, deduction shall be made as per clause no Q.3 of Annexure "A" (i.e. Performance Guarantees). The PBG must be submitted within 15 days from the date of receipt and acceptance of the equipment. No payment shall be made without submission of Performance Bank Guarantee. PBG may be submitted equipment-wise also.

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as per Format at Annexure "D" as well as issued under "Structured financial messaging system".

The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd.
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account no: 005905018053; Customer Id: 556096497; ICICI Bank Ltd, Commercial Banking, 9C/A & 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001 Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	UJJWAL KITE: Ph n: 0712-6627389

BG advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western coalfields ltd HQ, Coal Estate, Civil lines, Nagpur - 440001, Maharashtra" by **Registered post /AD**.

Any extension / amendments to the BG shall be done following the same procedure as above.

12. **Guarantee - Warranty**: The equipment shall be guaranteed for satisfactory operation and performance for a period 12 months from the date of installation / Commissioning or 18 months from the date of receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design,

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and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost.

13. Performance Guarantee Clause for guaranteed availability: You shall ensure that availability of the machine over a period of 12 months does not fall below 75%. For every 1% fall in the % availability below 75%, 1% of the value of the machine will be deducted. In case the fall in availability below 75% exceeds 10%, the equipment will be rejected out right and the supplier will have to refund the full amount i.e. cost of the equipment as per supply order.

The availability will be calculated as per the following formula.

$$\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$$

Where, Down Time = Maintenance hours + Breakdown hours

14. Liquidated Damages clause :- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, WCL shall have the right,

- a. To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which successful bidder 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% can be increased to 15% at the discretion of Head of MM division.
- b. To purchase elsewhere, after due notice to the successful bidder 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 from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder 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.

15. SUBMISSION OF BILLS:

- a. **For claiming 80% payment**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
 - (i) Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
 - (ii) Packing list in original list giving details of bill of materials (Invoice should be strictly as per GST rule 2017)
 - (iii) Consignment note / RR/ LR in original.
 - (iv) Warranty / Guarantee certificate, if applicable.
 - (v) Manufacturer's test certificate, if applicable.
 - (vi) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
 - (vii) Price certificate / Price fall clause certificate
 - (viii) Any other document indicated elsewhere in the order
- b. **For Claiming 20% payment**, the following documents are to be submitted
 - (i) Pre-receipted and stamped bill for 20% payment.
 - (ii) Commissioning Certificate from the respective Area GM / SO(E&M) of concerned area
 - (iii) Any other document indicated elsewhere in the order

16. Force Majeure Clause: If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, floods, acts of nature or other contingency beyond the supplier's control, due to act of God then Western Coalfields Limited may allow such additional time by extending the delivery period as it consider to be justified by the circumstances of the case and its decision shall be final. If and when

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additional time is granted by Western Coalfields Limited, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

17. **Manufacturing certificate:** As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

"Certified that the items supplied and included in this bill/ invoice are our own make and have been actually manufactured in our works situated at _____ (address of the factory)

18. **Price Certificate** You have to submit the following certificate with each bill:

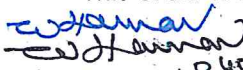
"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

19. **Price fall clause:** As undertaken by you in your offer that you have not supplied / are not supplying similar product, systems or sub systems at a price lower than that ordered price in respect of any other ministry/department of the Govt. of India or a PSU and if it is found at any stage that similar product / Systems/ Sub -systems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower Price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded. You will furnish the certificate to this effect to the Consignee / Paying Authority along with bills. Failure in submission of aforesaid certificate by you, may result in with holding of the payment of your bills against supply.

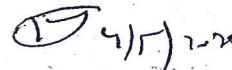
20. **Integrity Pact :** Integrity Pact as per format (Annexure E of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract. IEMs against the tender / Order are:
Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhabaneshwar 751015

Unless otherwise specified above, the purchase order shall also be governed by the terms and conditions given in the General terms and conditions enclosed.

This order is issued with this acceptance. Kindly acknowledge the receipt of this order.


(Dr. Y. Venkata Ramana)
Chief Manager (MM) P-III

Yours faithfully


(K.S.R Divakar)
Chief Manager (MM) P-I

Enclosures: -

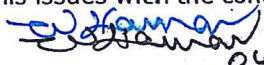
Annexure-A	:	Detailed Technical specifications
Annexure-B	:	Tool Kit
Annexure-c	:	General Terms & Conditions
Annexure-D	:	PBG format

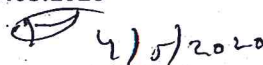
Copy to :

1. GM(E&M) HOD / GM(P&P) / GM(Fin.)WCL(HQ), Nagpur
2. AGM / SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Nagpur
3. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
4. RD, CMPDIL, RI IV, Nagpur
5. TS to DT(P&P), WCL, Nagpur
6. Sr. Manager (MM/Admn.), WCL(HQ) - The Landed value of the order is Rs.2,63,43,500.00
7. AF (MM), MM Wing, WCL Hq., Nagpur
8. IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
9. Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhabaneshwar 751015

Indent details:

1. Indent no : Ind /19-20/3260/00218 dt 23.07.2019 for 1 no for Saoner -3 of Nagpur area.
 2. Indent no : Ind /19-20/3260/00217 dt 23.07.2019 for 1 no for Saoner -2 of Nagpur area.
 3. Indent no : Ind /19-20/3260/00225 dt 28.07.2019 for 1 no for Saoner -2 of Nagpur area.
 4. Indent no : Ind /19-20/3260/00306 dt 05.09.2019 for 1 no for Saoner -3 of Nagpur area
 5. Indent no : Ind /19-20/3260/00274 dt 22.08.2019 for 1 no for Saoner - 2 of Nagpur area
- BC Reference: Capital Budget : FA/WCL/CAP/BC/OPM/12/02/43 dated 28.04.2020 for Rs.2,63,43,500.00
This issues with the concurrence of GM (Fin) I/c - I and approval of Director (Tech) P&P on 19.03.2020


Chief Manager (MM) P-III


Chief Manager (MM) P-I

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TECHNICAL SPECIFICATION

Specification Parameter	
Electric-hydraulically powered crawler mounted Universal Drilling Machine (Standard height)	
1A-PARAMETERS	
1-Make of the UDM offered:	Eimco Elecon Make
2-Model of the UDM offered	611-DRILL
3-Over all length (in mm)	7700 MM
4-Over all width (in mm)	1700 MM
5-Width over tracks (in mm)	1650 MM
6-Height over canopy (in mm)	1925 MM
7-Height of the machine with the drill at its maximum height (in mm)	4600 MM
8-Crawler length	1755 MM
9-Track pad width (in mm)	330 MM
10-Ground clearance (in mm)	220 MM
11-Ground pressure (Kg/Sq.cm)	0.85 Kg/Sq.cm
12-Weight of the machine in Kgs	9500 KG
13-Max. Crawler speed	0.56 M/SEC
1B-DETAILS OF DRILL	
1-Type of hydraulic motor used for the drill	ORBITROL type
2-Displacement (C.C.)	100 C.C.
3-Max. pressure (Bar)	210 BAR
4-Max. flow (l/m)	90 L/M
5-Max. torque (Nm)	300 Nm
6-Max. rotational speed	750 RPM
7-Length of drill rod	1800 MM
8-Hole depth (in two steps)	3600 MM
9-Feed force (max.) (KN)	9 KN
10-Parallel coverage of the drill on the face (w x h)	4500 MM x 3500 MM
11- Gallery height available: 2.8 Mtrs	
12- Machine Height over canopy (adjustable) :less than 2000mm	
1C-ELECTRIC MOTOR DETAILS	
1-K.W. rating of Electric Motor	37 KW
2-Make of the Motor	CGL or LHP
1D-Details of Hydraulic pump	
1-Make of the hydraulic pump	PARKER
2-Type and Model No. of the hydraulic pump	GEAR TYPE PGP 330
3- Displacement of the pump in CC/Rev.	
(i) Front module	32.3 CC/Rev
(ii) Center Module	32.3 CC/Rev
(iii) Rear Module	16.1 CC/Rev
4-Rated pressure of the pump in Kg/cm ² (HF DU-68)	210 Kg/Sq.Cm
5-Peak pressure of the pump in Kg/cm ² (For FRHF, HFB-68/HF DU-68)	240 Kg/Sq.Cm
1E-Details of Traction hyd. Motor	
1-Make of the hyd. Motor	REXROTH
2-Type and Model No. of the Motor	AXIAL PISTON A2FE32

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3-Geometric displacement CC/Rev.	32 CC/Rev
4-Max. continuous output in KW.	12 Kw
5-Average running torque in Nm/bar	0.509 Nm/Bar
6-Max. continuous speed in RPM (For HFDU D-68)	6300 RPM
7-Max. continuous pressure in bar (For HFDU D-68)	240 Bar
8-Make and model of hyd. Motor for cooler	PARKER ,MODEL M25X 7 ?
9-Capacity of hydraulic tanks (Ltrs)	300 Ltrs
10-Type of hydraulic motors to be used for traction	AXIAL PISTON
G-APPLICATION	
1-The machine will be required to work in underground coal mines for drilling on coal faces for the purpose of coal preparation and in roof of hard sand stone and coal for the purpose of roof bolting.	
H-SCOPE OF SUPPLY : (For each machine)	
1-Electric-hydraulically powered crawler mounted Universal Drill Machine with flame-proof electricals as per the specifications detailed.:1 No.	
2-First fill of hydraulic fluid, duly approved by D.G.M.S. suitable for machine application: Full quantity as required	
3-Maintenance tools (List of tools covered in the tool kit):1 Set	
4-Operation and maintenance manuals:3 Sets	
5-Spare parts catalogue:3 Sets	
6-Note : Trailing cable for the machine is not in the scope of supply.	
I-STATUTORY APPROVALS :	
1-The machine to be offered by the bidder shall have the valid approval of Director General of Mines Safety (DGMS), Dhanbad for use in underground coal mine.	
J-DUTY CONDITIONS	
1-Environment :	
i- Ambient temperature (Max.):45 deg C	
ii- Relative humidity (Max.):98%	
iii-Atmosphere :Dusty (coal dust)	
2-The machine shall be designed for operation in drivage of gallery heading or in depillaring sections with coalfaces of the dimensions given below :-	
i-Height of the gallery: 2.8 Mtrs	
ii-Width	
a-In development galleries:3.6 to 4.2 Mtrs	
b-In depillaring section:2.4 Mtrs (Approx.)	
3-The machine shall be able to travel and operate on the following gradients	
4-Inline gradient:1 in 4	
5-Cross gradient:1 in 6	
6-The crawler of the machine should be designed to cope with the floor conditions, where the floor is either soft sand stone or shale, mucky, watery and undulated. The machine is required to work in the drivages of gallery headings or depillaring sections in gassy coal mines and should be able to take sharp right angle turns in galleries without repeated maneuverings. Ground pressure should not exceed 0.90 kg/cm ²	
7- It shall be equipped with grouser track pads (single grouser) of adequate width for ensuring stability and low ground pressure and to have proper grip on the floor so that the machine does not slip down the gradient under slushy conditions.	

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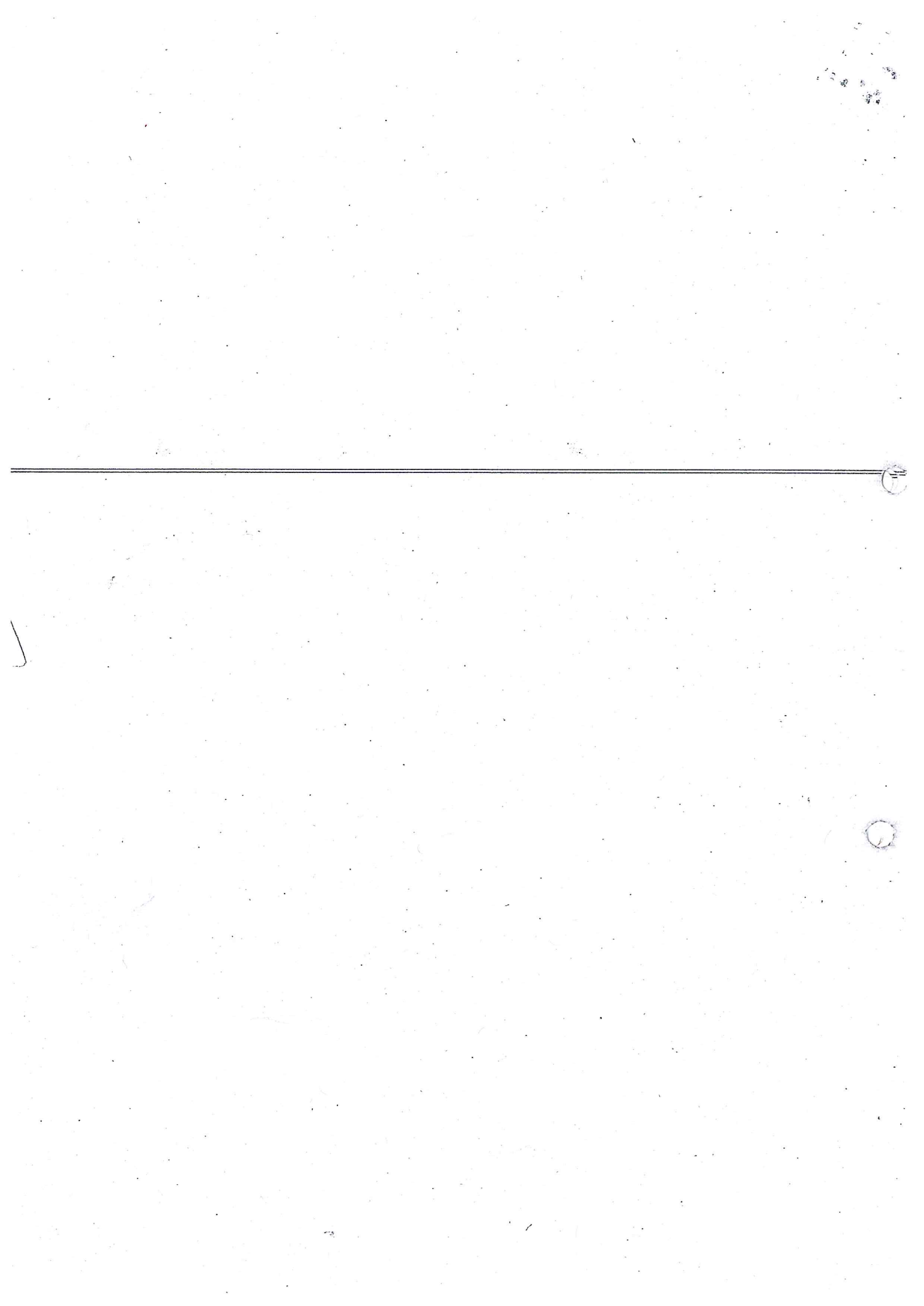
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6-Make & complete details of Gear Box : Track drive gear Box : Make Bonfiglioli Type : Planetary gear box Model : 707 C; Gear Box output Torque: 13834-7295 Nm Ratio: 1 : 86.8
7-No light metals such as aluminium or its alloys shall be used in the structure and any of the components of the machine. Only Anti static materials shall be used for the structure and components.
8-The design of the machine shall be of modular construction so that its fitting and dismantling for the purpose of maintenance of booms, rams and cylinders, drills, track parts and other sub assemblies should be easy and quick at the working face.
9-All the pins of drilling, carriage and boom units shall be provided with bushes and arrangement for grease lubrication.
M-Features of drill
1-The drill boom movements shall be systematic and fast and the boom shall have 360° feed roll-over/rotation angle
2-The drill carriage shall be robust with chain feed capable of exerting adequate feed force for faster drilling of 65 mm dia hole in a depth of 5 Mtr (Min.).
3-The drill shall be able to generate enough torque at max. RPM to drill holes upto 65 mm dia in coal/shale/hard sand stone having compressive strength upto 500 Kg/Sq.cm
4-The machine shall be capable of drilling holes of 25mm to 65mm
5-The machine shall be capable of drilling holes in roof at any point on a straight line across the gallery.
6-The machine shall have wet drilling arrangement for which a hydraulically driven positive displacement pump having following duty parameters shall be provided.
i-Water pressure : 5 - 30 bar
ii-Water flow rate : 0.5 LPS (Approx.)
N-HYDRAULICS :
1-Type of hydraulic pump - Heavy duty tandem gear type pump
2-The pump shall have mini 3 units to feed hydraulic fluid independently to each track and to services i.e. 2 units for track motors and the third unit for services.
3-Type of hydraulic motors to be used for traction
4-The pump, motors and all other hydraulic components shall be highly reliable and shall be of reputed make.
5-All the hydraulic components shall be well protected from external injury and as far as practicable should be enclosed in casing.
6-Hydraulic Fluid
i-The hydraulic fluid to be used shall be non-toxic, Fire Resistant (HFDU-D68) duly approved by D.G.M.S. Suitable for machine application.
ii-All the hydraulic components including pump and motor shall be compatible to the FRHF specified above at Sr.No.8.6.1.
7-Hydraulic hoses :
i-The hydraulic hoses and hose assemblies shall conform to BC-174:1992 and DGMS circular No.1 of 1996 dated 31.1.1996 .
8-Hydraulic Fluid Tank : Hydraulic tank(s) provided on the machine shall be of ample capacity and shall be provided with the following safety features.
a. Oil level indicator and temperature gauge
b. Float switch to cut-off power in case of low oil level
c. Adjustable temperature switch with range 55°C - 75°C to cut-off power in case of high oil temperature.
9-Controls :

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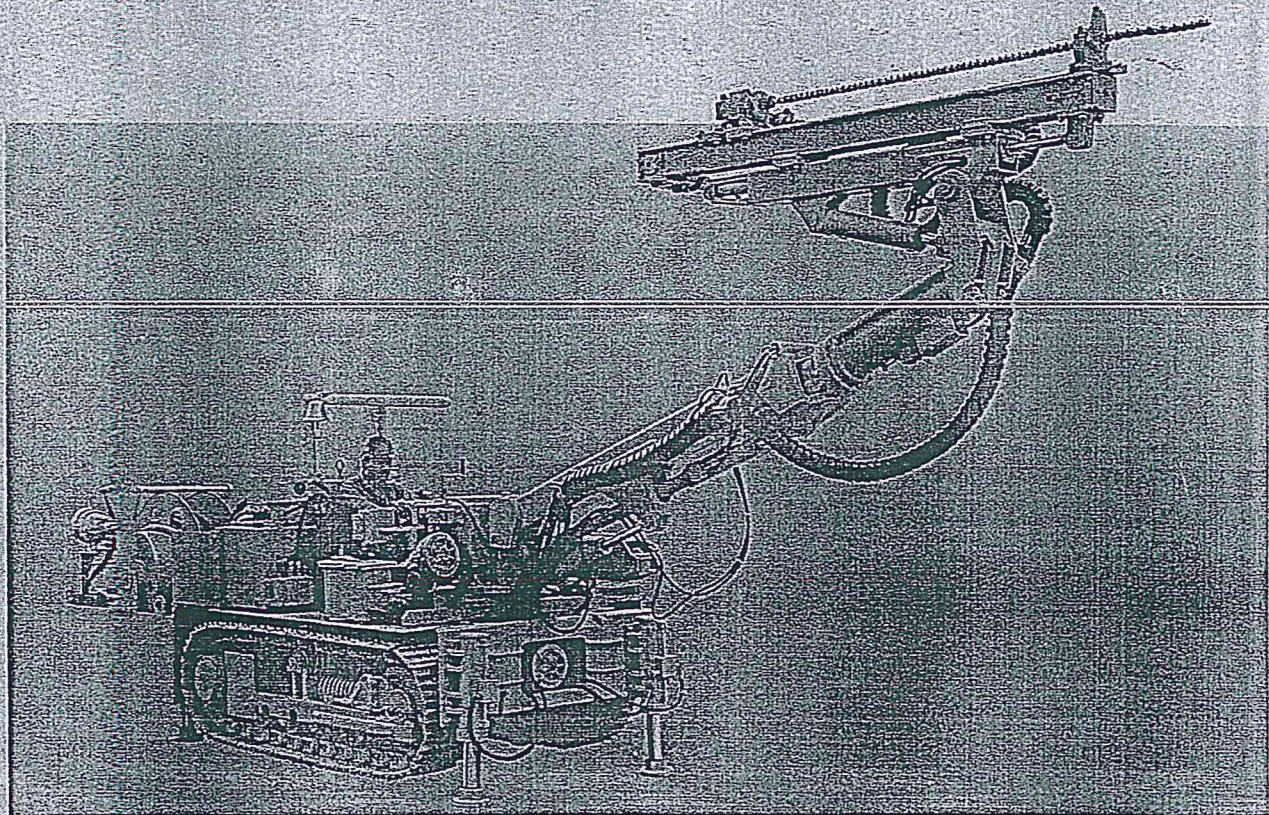


EIMCO ELECON

611

DRILL

The electro-hydraulic operated 611 Drill is designed for face and roof bolt drilling in underground coal mines.



For, EIMCO ELECON (INDIA) LIMITED



HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



FEATURES

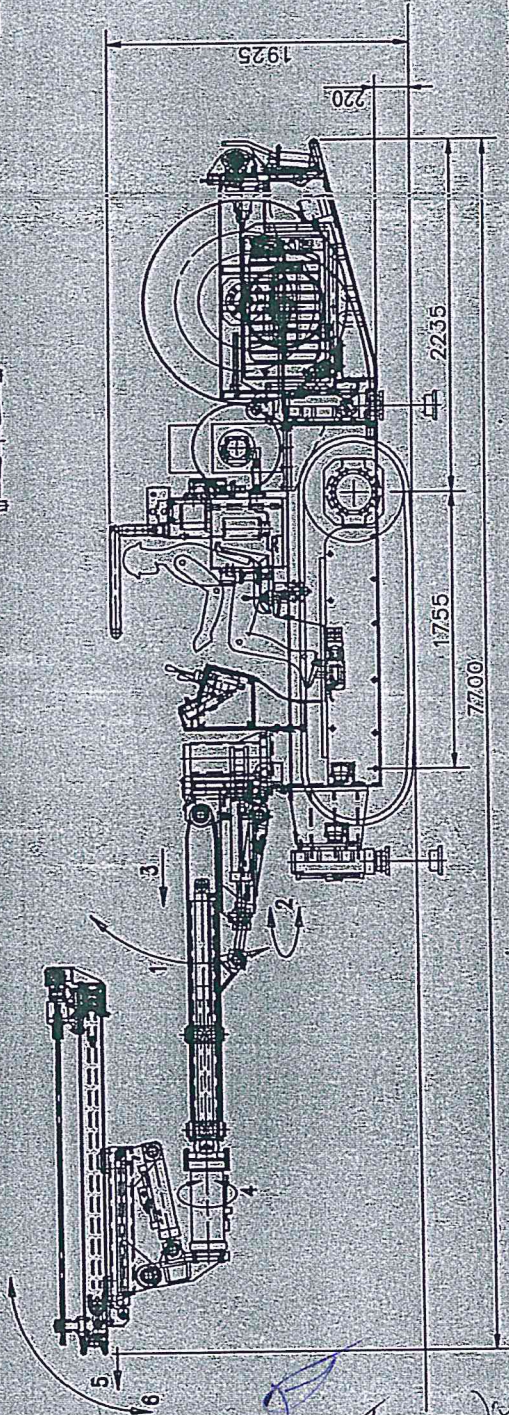
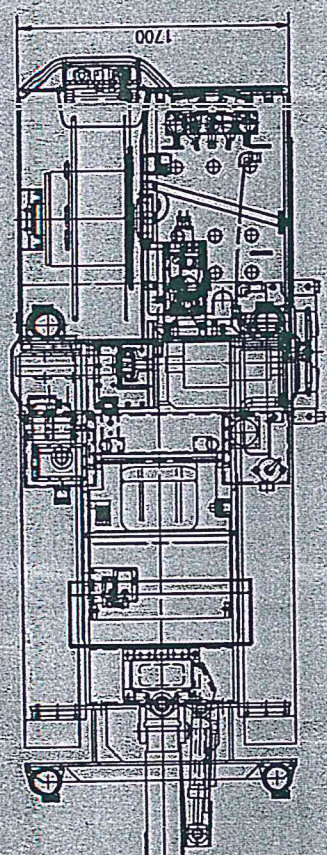
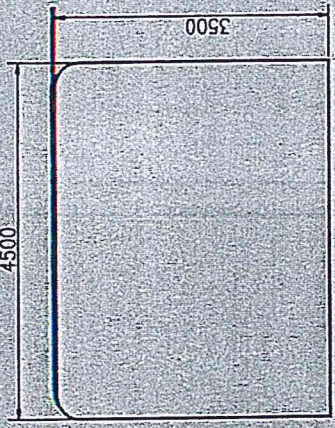
- Rotary drill ensures fast drilling.
- Maximum stiffness to meet the hardest underground mining condition.
- Robust universal boom with 360° rotation for fast and easy face & roof drilling.
- All the service points are well protected but easy to access for fast and economic maintenance.
- Optimum coverage allowing maximum bolts implementation from one setting.
- Powerful crawler carrier ensures fast and safe maneuvering in narrow drifts and under low coal seams.
- Compact feed allows drilling under low roof height and is a simple robust design for minimum maintenance.
- Maximum penetration speed to complete full face drilling in a minimum time and to maximize Production.
- DGMS approved machine for operations in underground coal mines.

Handwritten signature: Hitendra Shukla

Handwritten signature and date: 5/1/2020

1520000/081119 THIRD ANGLE PROJECTION ALL WELDS CONFIRM TO IS:9595 USE EIMCO WELDING PROCEDURE Nos. DO NOT SCALE IF IN DOUBT ASK

6111 DRILL WITH CABLE REEL



- BOOM MOVEMENTS
1. BOOM LIFT UP & DOWN 45° AND 24°
 2. BOOM SWING, SYMMETRIC ±36°
 3. BOOM EXTENSION UP TO 800 mm
 4. BOLTING HEAD ROLL-OVER ±180°
 5. FEED EXTENSION UP TO 800 mm
 6. BOLTING HEAD TILT, +93° AND -3°
 7. TRAVEL SPEED 2.0 kmph.

FOR EIMCO ELECCON (INDIA) LIMITED

 HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment

NOTE -
 - ALL DIMENSIONS ARE IN MM AND ARE VARIABLE WITHIN ±5%
 - THE MANUFACTURER RESERVES THE RIGHT TO CHANGE THE SPECIFICATION
 AND/OR DESIGN OF THIS MACHINE AT ANY TIME WITHOUT NOTICE

NO.	DATE	ISSUE	BY	NEW RELEASE	MODIFICATION
001	01/10/2009				
SCALE: 1:30		DRAWN: AVS			
		CHECKED:			
		DATE: 10/10/2009			
MATERIAL:		ROUGH MACHINE FINISH			
		NORMAL MACHINE FINISH			
		FINE MACHINE FINISH			
		GROUND FINISH			
NO. ALUMINIUM ALLOWED AT THE TIME OF PERMISSON					
DESCRIPTION:					
EIMCO ELECCON (I) LTD.					
VALLEBHAI VIDYANAGAR					
(GUJARAT)					
G.A. OF 6111 DRILL / UDM					
DRG. NO. 611B070000251					

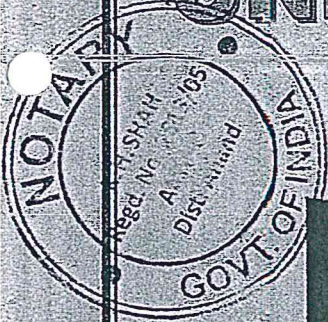
Wadhwa

13/24

EIMCO ELECON

MODEL : 611

UNIVERSAL DRILL M/C



D.G.M.S. CERTIFICATES

M/C SR.NO:--

MADE IN INDIA BY:

EIMCO ELECON (INDIA) LTD.

VALLABH VIDYANAGAR-388 120

(GUJARAT)

*W. Hanuman
W. Hanuman*

FOR: EIMCO ELECON (INDIA) LIMITED



HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



5/1/2022



भारत सरकार/Government of India
श्रम एवं रोजगार मंत्रालय
Ministry of Labour & Employment
खान सुरक्षा महानिदेशालय/
Directorate General of Mines Safety

स्पीड पोस्ट

संख्या 321/915

/वि. मु., धनबाद, दिनांक 19-05-2015

प्रेषक :

खान सुरक्षा महानिदेशक
खान सुरक्षा महानिदेशालय
धनबाद-826.016.



सेवा में

श्री एम.जी. राव
मेसर्स एमको एलकॉन (इंडिया) लिमिटेड.
आनंद सौजीत्रा रोड
बल्लभ विद्यानगर-388 120 (गुजरात) ।

विषय : मेसर्स एमको एलकॉन (इंडिया) लिमिटेड, बल्लभ विद्यानगर-388 120 (गुजरात)
द्वारा निर्मित मॉडल 611 ड्रिल मशीन का कोयला खान में प्रयोग हेतु
डी.जी.एम.एस. अनुमोदन संख्या 568/2008 के नवीनीकरण के संबंध में ।

महोदय,

उपरोक्त विषय से संबंधित नवीनीकरण पत्र अग्रेषित किया जाता है ।

भवदीय,



ग. इ. रा.
19/5
(राहुल गुहा)
खान सुरक्षा महानिदेशक

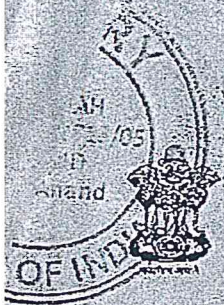
W. Kumar
W. Kumar

Hitendra Shukla

For: EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment





S-29020/4/181(3)/R/2006/EHQ
 भारत सरकार/Government of India
 श्रम एवं रोजगार मंत्रालय
 Ministry of Labour & Employment
 खान सुरक्षा महानिदेशालय/
 Directorate General of Mines Safety

Speed Post



No. **321/915** /EHQ, dated the **19-05-2015**

From
 The Director General of Mines Safety
 Directorate General of Mines Safety
 P.O & Distt: Dhanbad - 826 016.

To
 Shri M.G. Rao (Whole Time Director)
 M/s. EIMCO ELECON (India) Ltd.
 Anand Sojitra Road
 Vallabh Vidyanagar-388 120 (Gujarat).

Sub:- Renewal of DGMS approval no. 568 of 2008 under Regulation 181(3) of the Coal Mines Regulations, 1957 for flameproof and intrinsically safe electricals and other approved items to be associated with **model-611 Drill** (as mentioned in Annexure-B) manufactured by M/S EIMCO ELECON (India) Ltd., Vallabh Vidyanagar-388 120 (Gujarat) for use in belowground Coal Mines.

Manufacturer's declaration as to Standard with which the machine complies in respect of:

- | | | | |
|-----|--------------------------------------|---|--------------------------|
| (a) | General design, rating & performance | : | as per drawing submitted |
| (b) | Intrinsically safe electricals | : | IS/IEC 60079-11:2006 |
| (c) | Flameproof electricals | : | IS/IEC 60079-1:2007 |

IDENTIFICATION MARK
 DGMS APPROVAL No. 568 of 2008

Dear Sirs,

Please refer to your letter no. EIM/ENGG/KT/3101/DGMS/5190 on the above mentioned subject.

Based on DGMS approval no. 568 of 2008 issued by this Directorate's letter no. 321/986/EHQ dated 02.05.2008 for model-611 Drill manufactured by M/S EIMCO ELECON (India) Ltd., Vallabh Vidyanagar-388 120 (Gujarat), I hereby renew the approval **upto 02.05.2020 from the date of expiry i.e. from 02.05.2015** for use in belowground Coal Mines, subject to compliance with the conditions mentioned in Annexure-A.

The application for renewal should be made at least **three (03) months** before the date of expiry of the approval.

Yours faithfully,

(Rahul Guha)

Director General of Mines Safety

Encl :- Annexure-A&B

For, EIMCO ELECON (INDIA) LIMITED



General Manager (India) (DGMS)
 Underground Mining Equipment



16/34

10134

Annexure-A

DGMS approval no. 568 of 2008 renewed by Directorate's letter no. 321/915 /EHQ dated 19-05-2015

Conditions for renewal of DGMS approval no. 568 of 2008 under Regulation 181(3) of the Coal Mines Regulations, 1957 for flameproof and intrinsically safe electricals and other approved items to be associated with **model-611 Drill** (as mentioned in Annexure-B) manufactured by M/S EIMCO ELECON (India) Ltd., Vallabh Vidyanagar-388 120 (Gujarat) for use in belowground Coal Mines.

1. Every model-611 Drill shall carry conspicuously in a permanent manner the aforesaid identification mark, i.e. "DGMS APPROVAL NO. 568 of 2008 renewed by Directorate's letter no. 321/915 /EHQ dated 19-05-2015"

In addition, every machine shall also carry permanently this Directorate's approval mark.



2. The relevant provisions of the Indian Electricity Rules, 1956 shall be complied with in all matter relating to the installation, operation and maintenance of the equipment.
3. The supply to the machine shall be controlled and protected by DGMS approved flameproof switchgear of suitable rating and provided with sensitive earth leakage protection.
4. All covers, doors/access covers of the electrical equipment mounted on the machine, the opening removal of which may expose live internal conductors thereon shall have warning instructions either raised lettering or by other suitable means against such opening/removal or covers, doors and access covers without isolating supply of energy to the equipment from its source.
5. The plug and socket assembly affixed to the motor/CRD will be so interlocked as to prevent withdraw of plug from the socket while alive.
6. Any replacement part required for maintenance of the equipment which is directly or indirectly connected to the flameproof features thereof shall be supplied by the manufacturer as and when required.
7. The cable reel drum if provided the cable shall be checked for damages/injuries at least once in each shift the Electrical Supervisor of the mine and the observations made thereof entered into a bound-page book which shall be duly signed by him and dated. The cable shall not be used until such time as the same has been properly repaired.
8. The electrical equipment associated with the machine shall be checked by the Electrical Supervisor the mine for their respective flameproofness at least once in each shift and the findings thereof enter into a bound-paged book maintained for that matter which shall be duly signed by the Electrical Supervisor with the date inserted thereunder.

Handwritten signature

08/05/15

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For, EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment

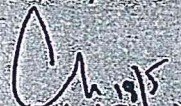


Contd. P-2

9.65) The user shall furnish the performance report of the equipment directly to this Directorate after one (01) year of actual use.


Every customer shall be provided at the time of delivery of each of the equipments referred to above with:

- (a) A copy of the factory test report of the particular equipment bearing the particulars and serial number of the same.
 - (b) An instruction manual on the maintenance, handling, installation & spare parts catalogue of the equipment.
 - (c) A copy of this renewal letter and original approval letter.
11. The electrical and mechanical personnel who may be entrusted with the responsibility for the use, maintenance and operation of the machine shall be given adequate training for so much of the work may be enjoined on them.
 12. The actual users shall, in consultation with you, frame a code of practice for the control and guidance of persons employed for the installation, operation and maintenance of model-611 Drill machine and associated equipments as well as for prevention of accident and to provide safety, health, convenience and discipline of persons so employed. The code of practice duly approved by the concerned Deputy Director General of Mines Safety shall be strictly complied with.
 13. The approval is renewed upto 02.05.2020 from the date of expiry i.e. from 02.05.2015.
 14. At the time of applying for renewal, details of supply with name of mines, purchase order and date shall be furnished with the application.
 15. In case of aluminium die-cast rotor of the motor, the rotor shall not be dismantled, assembled or keep exposed in the atmosphere of explosive gases to prevent incendive sparking.
 16. If at any time any of the conditions subject to which this approval has been granted, is violated or not complied with, this approval shall be deemed to have been revoked with immediate effect.
 17. The above approval may be amended or withdrawn at any time, if considered so necessary in the interest of safety and is being issued without prejudice to any other provisions of law which may be or may become applicable at any time.


(Rahul Guha)

Director General of Mines Safety

FOR ELECTROTECHNICALS LIMITED


HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment







21/5/2020

18/34



ANNEXURE-B

Details of flameproof and intrinsically safe electricals and other approved items to be associated with model-611 Drill manufactured by M/S EIMCO ELECON (India) Ltd., Vallabh Vidyanagar-388 120 (Gujarat) vide DGMS approval no. 568 of 2008 renewed by Directorate's letter no. 381/915 /EHQ dated 19-05-2015

Sl. No.	Details of FLP, IS electricals & mechanical components	Name of Manufacturers (M/S)	DGMS approval no.
1.	Flameproof squirrel cage induction motor in frame size E-250 M rated upto and including 75 HP, 550 V, 3-phase, 50 Hz having 2 to 8 poles with restrained FLP plug and socket	Grompton Greaves Ltd., Ahmednagar	79 Group-I of 1974
	Flameproof squirrel cage induction motor in frame size 250M rated upto and including 75 HP, 550 V, 3 phase, 50 Hz having 2 to 8 poles with restrained FLP plug and socket	Laxmi Hydraulics Pvt. Ltd., Solapur	559 of 2007
2.	FLSS type float switch assembly	Eimco Elecon (I) Ltd., Vallabh Vidyanagar	35 Group-I
3.	FLSS type temperature switch assembly	Eimco Elecon (I) Ltd., Vallabh Vidyanagar	35 Group-I
4.	FLSS type limit switch assembly as dump valve switch, change over switch, man in position switch	Eimco Elecon (I) Ltd., Vallabh Vidyanagar	35 Group-I
5.	FLP/WP push button station/Junction box, model EEEL 100	Eimco Elecon Electricals Ltd., Vallabh Vidyanagar	571 of 2008
6.	FLP isolator junction box, type-JB-1	Mine Line Pvt. Ltd., Kolkata	297 of 1989
	FLP lighting transformer upto max. 500 VA	Mine Line Pvt. Ltd., Kolkata	300 of 1989
7.	FLP cable Reel model 250 with plug & socket assembly rated upto 200 A & 1100 V	Eimco Elecon (I) Ltd., Gujarat	288 of 1998
8.	FLP/WP Head Light type EEEL-HL-301	Eimco Elecon Electricals Ltd., Vallabh Vidyanagar	572 of 2008
9.	AVA and IS power supply type FLP/WP/AVA/24V/SDL	Electrical Equipment Corporation, Gurgaon	528 of 2005
10.	Pliable armoured flexible cable PLC2 or PLC3, 4 mm ² as per IS:14494-1998	Nicco Corporation Ltd., Kolkata	90 of 2003
	Pliable armoured flexible cable PLC2 or PLC3, 4 mm ² as per IS:14494-1998	IMT Cables, New Delhi	121 of 2012
11.	Pliable armoured flexible cable PLC4, 4 mm ² as per IS:14494-1998	Nicco Corporation Ltd., Kolkata	90 of 2003
	Pliable armoured flexible cable PLC4, 4 mm ² as per IS:14494-1998	IMT Cables, New Delhi	121 of 2012
12.	PA 1, 25 sq.mm. or other size flexible & armoured cable as IS:14494-1998	Nicco Corporation Ltd., Kolkata	75 of 2002
	PA 1, 25 sq.mm. or other size flexible & armoured cable as IS:14494-1998	Universal Cables Ltd., Satna	82 of 2003
13.	25 mm ² flexible trailing cable type FT7 as per IS:14494-1998	NICCO Corporation Ltd., Kolkata	88 of 2003
	25 mm ² flexible trailing cable type FT7 as per IS:14494-1998	Skytone Electricals (I) Ltd., Gurgaon	78 of 2000

Signature
For, EIMCO ELECON (INDIA) LIMITED

EIMCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



Signature
(Rahul Guha)
Director General of Mines Safety

Signature



स्पीड पोस्ट

भारत सरकार/Government of India
श्रम एवं रोजगार मंत्रालय
Ministry of Labour & Employment
खान सुरक्षा महासिदेशालय/
Directorate General of Mines Safety



संख्या 693 /वि. म., धनबाद, दिनांक 01-04-2016

From:
Director General of Mines Safety
Directorate General of Mines Safety,
P.O & Distt: Dhanabd - 826 016.

To
M/s. EIMCO ELECON (India) Ltd.
Anand Sojitra Road
Vallabh Vidyanagar - 388 120 (Gujarat)

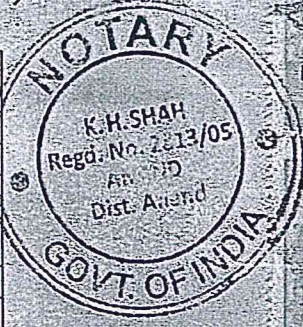


Sub:- Inclusion of DGMS approved M/s. Eimco Elecon Electricals Ltd., make Flameproof Power Distribution Box designated by Model NO. PDB conforming to IS/IEC 60079-1:2007 and IS/IEC 60529-2001 for use with DGMS approved M/s. Eimco Elecon India Ltd. make SDL, LHD and drill machines.

Dear Sir,

The matter contained in your letter No. EEI/ENGG/KVT/1412/DGMS/3450 dated 17.12.2015 has since been examined, the DGMS approved M/s. Eimco Elecon Electricals Ltd., make Flameproof Power Distribution Box designated by Model NO. PDB vide DGMS approval No. 705 of 2015 has been considered to use with the following M/s. Eimco Elecon (India) Ltd. make machine in belowground Coal Mines subject to fulfillment of the conditions as stipulated in the original approval letters and valid renewal letters thereof, as an additional vendor for replacement of respective items.

S. No.	Machine Model No.	Dgms approval No
1.	611 DRILL	568 of 2008
2.	611 DRILL Mark II	659 of 2013
3.	612 DRILL	664 of 2013
4.	611 ISL	321/86/524/EHQ dated 02.07.1986
5.	625 SDL	684/EHQ dt 26.08.1997
6.	635 SDL	670 of 2014
7.	811 LHD	321/1054/EHQ dated 09.01.2013
8.	912 CH	569 of 2008



This letter shall always be accompanied by Directorate's approval and its valid renewals of Approval No. 705 of 2015.

PESH HIRALAL SHAH
NOTARY (Govt. of India)
Godi., Station Road, ANAND,
Dist. Anand. 38254 57933
Enrolment No. BCG/104/1988

Yours faithfully

Regd No. 2848/05
Page 110/2
Date 13/10/16

(Rahul Guha)

Director General of Mines Safety

FOR EIMCO ELECON (INDIA) LIMITED

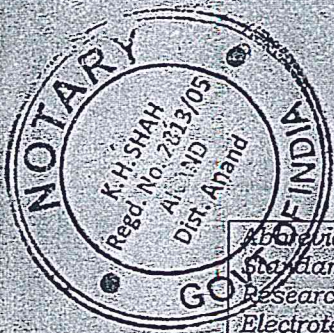
HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



ATTESTED BY ME

KALPESH H. SHAH
NOTARY
DIST. ANAND CITY

20/134



APPROVAL POLICY – 2015
(Second Revision: 5th May, 2016)

Abbreviations - DGMS: Directorate General of Mines Safety; BIS: Bureau of Indian Standards; S&T: Science & Technology; CIMPR: Central Institute of Mining and Fuel Research; IEC: International Electrotechnical Commission; IECEX: International Electrotechnical Commission System for certification to standards relating to equipment for use in explosive atmospheres; ATEX: Atmosphere Explosive; FLP: Flame Proof; IS: Intrinsically Safe; OEM: Original Equipment Manufacturer; ERDA: Energy Research and Development Administration; CPRI: Central Power Research Institute; ERTL: Electronics Regional Test Laboratory; NABL: National Accreditation Board for Testing and Calibration Laboratories; PDIL: Projects & Development India Limited; EIL: Engineers India Ltd; DNV: Det Norske Veritas; TUV: Technischer Überwachungsverein; ISM: Indian School of Mines.

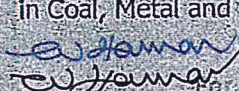
1.0. PREAMBLE

Mining is a hazardous occupation and a fight against natural forces. Mining accounts for only 1% of World Employment but it accounts for 7% of fatal accidents at work place. The engagement of competent manpower, constant vigilance, sustained use of safe methods and fit for purpose, quality materials and equipment would go a long way in achieving better safety and health conditions of workers deployed in mines. In the past, use of faulty machinery, equipment, tools and materials had resulted in accidents, disasters and dangerous situations. This warranted framing of mine safety legislation requiring approval of certain specific appliances, equipment, machinery, apparatuses and other materials to be used in mines.

The Policy is a compilation of the standard procedures to be followed for grant of approval under relevant statute to specific appliances, equipment, machinery, apparatuses and other materials used in mines. The document is divided in several sections, each dealing with a particular area of the approval procedure.

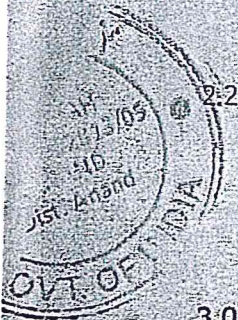
2.0 OBJECTIVE

2.1 The objective of granting approval to specific appliances, equipment, machinery, apparatuses and other materials for use in mines is aimed at fulfilling the statutory obligations enshrined under different provisions of the Coal Mines Regulations, 1957; Metalliferous Mines Regulations, 1961; Oil Mines Regulations, 1984; Electricity Act, 2003, Central Electricity Authority (Measures relating to Safety & Electric Supply) Regulations, 2010 & Mines Rescue Rules, 1985; besides statutory notifications issued under these regulations by the competent authority from time to time. It is done after due consideration of issues relating to the quality and performance of the equipment, machinery, apparatuses, appliances and other materials suitable for use in Coal, Metal and Oil mines.


Hitendra Shukla, EILCO ELECON (INDIA) LIMITED

HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment





2-2 In mining, It is imperative that the appliances, equipment, machinery, apparatuses and other materials remain safe, robust and reliable under prolonged usage even in adverse conditions. In view of this, as a part of the process of approval, the actual performance in mines and pit worthiness of the products are also assessed, in addition to examining conformity to relevant standards.

3.0 EQUIPMENT AND MATERIALS REQUIRING APPROVAL BY SPECIAL ORDER

3.1 All equipment, machinery, apparatuses, appliances and other materials requiring approval by special order have been broadly categorized into:

- (a) Environment monitoring instruments and devices;
- (b) Rescue apparatus;
- (c) Electrical equipment and cables;
- (d) Personal protective equipment;
- (e) Machineries and other equipment for carrying out mining operations;
- (f) Explosives & accessories;
- (g) Safety materials for use in underground mines;
- (h) Supports and accessories for roof/side supporting in mines;
- (i) Dust suppression/prevention systems in mines;
- (j) All types of lights, to be used in underground mines, hazardous areas in Oil & Gas mines; and
- (k) Other specific equipment, materials and appliances which the Directorate may consider necessary.

3.2 A list of appliances, equipment, machinery, apparatuses and other materials currently requiring DGMS approval by special order under the provisions of various statute, standards applicable and BIS licensing requirement/QAR/QAN is given at Appendix-I.

A list of appliances, equipment, machinery, apparatuses and other materials which can be used in mines with DGMS approval by general order has been furnished at Appendix - II.

4.0 APPROVAL PROCEDURE

4.1 The procedure for dealing with cases of approval is detailed in the various sections. However, there may be cases, which may deviate slightly from the laid down procedure due to unique nature of the equipment, machinery, apparatuses, appliances or other materials under special circumstances.

4.2 Appliances, equipment, machinery, apparatuses and other materials need to conform to the relevant Indian Standard(s)/Harmonized International Standard under IECEx or ATEX Scheme and/or DGMS Testing Protocol prescribed for the purpose. In case

Hitendra Shukla
General Manager

For, EMCO ELECON (INDIA) LIMITED



HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



[Signature]
[Signature]

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9/15/2020
[Signature]



APPENDIX-II

**EQUIPMENT, MATERIALS & APPLIANCES WHICH CAN BE USED IN MINES WITH DGMS
APPROVAL BY GENERAL ORDER**

- 1) Tub Couplings
- 2) Cap Lamp Bulbs
- 3) Protective Footwear of all types
- 4) Helmets
- 5) Fire-resistant brattices including plastic sheeding and ventilation ducting
- 6) Industrial Safety Belt & Harness
- 7) Hydraulic props, Friction Props and Prop setting Devices
- 8) Link bars
- 9) Pipelines and fittings (specification approval if not as per ISS)
- 10) Safety Goggles
- 11) Ear Plugs
- 12) Reflective / High Visibility Harness
- 13) Fire Fighting & Fire suppression systems including automatic fire detection and suppression systems
- 14) Steel supports (Cogs, Chock, Props), Roof Bolts, Cement and Resin Grouts.
- 15) Noise/ Dosimeter
- 16) Dust Mask/ Dust Respirators
- 17) Underground Conveyor belting
- 18) High pressure hydraulic hose with its end fitting (Fire resistant)
- 19) Hydraulic fluid used in underground machinery (Fire Resistant)
- 20) Gravimetric / Personal Dust Sampler
- 21) Cage suspension Gear
- 22) Cage Suspension Gear including Bridle Chain
- 23) Automatic Contrivance
- 24) Power Brake
- 25) Automatic Speed Chart Recorder
- 26) Strata monitoring / Load cell/ Auto warning devices
- 27) Water barriers (substitute to Stone dust barrier) and other system to be used for the first time in underground coal mines.
- 28) Mechanically propelled vehicle for transport of explosives.
- 29) Water ampoules/Gel ampoules/Stemming plugs
- 30) Glass of Flame Safety Lamps
- 31) Oil of Flame Safety Lamps
- 32) Chemical additives

Hitendra Shukla
W. K. Sharma

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FOR: ELECCON (INDIA) LIMITED



HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment

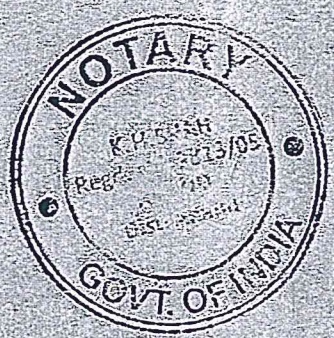


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- 33) Emergency escape devices in oil mines.
- 34) Detaching Hooks.
- 35) Portable hand held lamps for use in storage tanks.
- 36) Life line
- 37) Petroleum storage tanks.
- 38) Electrical cables.



Regd No. 2847/19
 Page 110/2
 Date 17/10/19

ATTESTED BY ME
KH
KALPESH H. SHAH
 NOTARY
 DIST. ANAND CITY



KALPESH HIRALAL SHAH
 ADVOCATE & NOTARY (Govt. of India)
 Nr. Rly. Godi, Station Road, ANAND.
 Ph. No. 257797 (Mob.) 98254 57933
 Enrolment No. BCG/104/1988

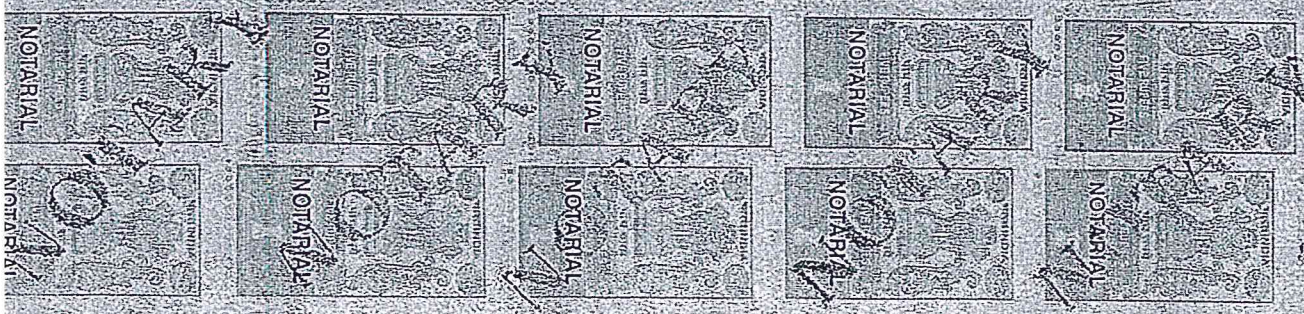
FOR SALES (INDIA) PRIVATE



HITENDRA SHUKLA
HITENDRA SHUKLA
 General Manager (Marketing)
 Underground Mining Equipment



Hirani
Hirani



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Annex B

 **EIMCO ELECON**

611M100000198 TOOL KIT REV: 02

611M100000198 TOOL KIT REV: 02

S/N	PART_NO.	QTY	DESCRIPTION
1	EEA0001241	1	SCREW DRIVER (300 MM)
2	EEA0001242	1	S.E.OPEN JAW ADJUSTABLE WRENCH
3	EEA0001243	1	SCREW DRIVER
4	EEA0001244	1	SLIDING TEE BAR(18" LG & 3/4")
5	SE035/006	1	EXT.BAR 16"LG.3/4"SQ.DRIV
6	SE035/052	1	SLIDING TEE BAR 12"LG.1/2"
7	SE035/055	1	EXT.BAR 5"OR 6"LG 1/2"SQ.
8	EEA0001245	1	DRIFT PUNCH
9	EEA0001246	1	FLAT CHISEL (150MM LG.X 2
10	EEA0001805	1	HAMMER,BALL PEEN TYPE(1-KG)
11	00EA000000515	1	SPANNER,TRACK ADJUSTING B
12	SE035/285	1	PIPE WRENCH 18"
13	EEB0006661	1	EXTENSION,TRACK.ADJ. BOLT
14	EEA0019570	1	TOOL BOX
15	EEA0023796	2	S.E.SPANNER(70 MM A/F)

For: EIMCO ELECON (INDIA) LIMITED



HITENDRA SHUKLA
General Manager (Marketing)
Underground Mining Equipment



EIMCO ELECON (INDIA) LTD.
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Handwritten signature and date: 7/5/20



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:

1. "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.
2. 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
3. "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.
4. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
7. 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.
8. 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.
9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
10. 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 patten 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 Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturer
 - (g) Any other details governing the construction, manufacturer and or supply as existing in the contract
11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
12. 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.
13. 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.
14. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
15. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
16. UNIT & QUALITY means the unit and quantity specified in the schedule.
17. ~~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:

1. The consignee at his premises or
 2. Where so provided the interim consignee at his premises or
 3. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the famine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent

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For all purposes of the contract, including arbitration thereunder, 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 four months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii. All samples must be clearly labeled with the 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

a) 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.

b) 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.

c) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of

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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, 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.

1. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.
2. Shall use such material economically and solely for the purpose of the contract.
3. Shall not dispose of the same without the previous permission in writing of the purchaser; and
4. 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.

III. 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.

IV. 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.

V. 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. 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 CIL 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 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

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

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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) The value of Earnest Money to be deposited by the tenderer should be **2% (Two Percent)** of the value of

the estimated cost tendered for **or Rs.10,00,000/- (Rupees ten Lakhs only) whichever is lower.**

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART - "A" of the bid.** For unsuccessful tenderer; EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

b) In case of Security Deposit, 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 / Bank Guarantee of any scheduled bank** shall be **10% (Ten Percent)** of the value of the awarded contract (**LANDED VALUE**) without having any ceiling.

For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG required.

However, in such case the amount of PBG should not be less than **10% (Ten percent) of landed value of order.**

c) Valid **DGS&D / NSIC** registered (**for the tendered items**) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (**for the tendered items**) are exempted from payment of Earnest Money/Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

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 and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured

in accordance with particulars. The Inspector shall have full and free access at any time during the execution

of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) Cost of Test

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

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the

Inspector may specify such materials or stores as he may require.

d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period the supplier shall, on demand pay to the purchaser all costs incurred in the

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Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) Method of Testing

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof

to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers' account.

g) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

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

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is 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 in the opinion of the purchaser 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 (ii) 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

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.

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.

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18. Packing and Transport

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.

5. 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. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
6. 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.
7. Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package. 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 the essence of the contract and delivery of the stores must be completed by the date specified.

20. Liquidated Damages : In the event of failure to deliver 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 Limited and / or its subsidiary Companies should have the right :-

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) 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 from 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 consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To forfeit security deposit in full or part.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract,

with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21. Force Majeure Condition : 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.

22. Inspection : 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.

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 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,

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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

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, 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.

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.

c) This contract shall be governed by the Laws of India for the time being in force

ci) 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.

cii) **Jurisdiction of Courts**

ciii) 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.

civ) **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.

29. Corrupt Practices

2. 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 Panel Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

3. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

4. 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.

5. 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.

6. 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.

Signature
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Signature

31. Terms of Payment:

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 Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on 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.

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.

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.

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.

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

32. Progress Report

4. 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.

5. 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.

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

Signature

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Signature

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FORMAT FOR SECURITY/PERFORMANCE BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____ for _____ (herein called "the said Agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of bank (hereinafter referred to as "the Bank") at the request of _____ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.

2. We, _____ do hereby undertake to pay the amounts due and payable under _____ (indicate the name of the Bank) this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.

3. We undertake to pay to the Company any more so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :

The payment so made by under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

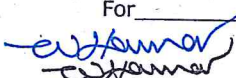
4. We, _____ further agree that the guarantee herein contained _____ (indicate the name of the Bank) shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 201 _____ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.

5. We, _____ further agree with company that the company shall _____ (indicate the name of the Bank) have 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 agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) 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.


6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).

7. We _____ lastly undertake not to revoke this guarantee during its _____ (indicate the name of the Bank) currency except with the previous consent of the company in writing.

8. The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch Code-----). Dated the _____ day of _____ 201 _____

For


_____ (indicate the name of the Bank)

 7/5/2020



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