

**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

M/F

Supply Order no : 11000113720040

Dated: 05.05.2020

SUPPLY ORDER

To

M/s Digital Weighing Systems (P) Ltd
P1 B AND C P2 Industrial Area, TIFRA,
Bilaspur 495223Vendor Code: 515039
Vendor Category : Manufacturer
email : dwsbsp@yahoo.com

Dear Sir,

Sub: **Formal Order for Supply and Installation and Commissioning of RDSO complaint 140MT pit-less electronic In Motion Rail Weighbridge complete with accessories including CAMC for 2 years**Ref: 1. WCL Tender Enquiry no: WCL-hq-Pur-~~Year~~e064-2019-20 opened on 18.09.2019, (tender ID: ~~2019_WCL_17968-1~~)

2. Your offer / Bid ID: 441243 and subsequent submission of shortfall / confirmatory documents on portal
3. Your letter no DWS/BSP/19-20/1735 dt 07.01.2020
4. WCL's e-mail dated 23.03.2020
5. WCL's e-mail dated 04.05.2020
6. Your email dated 05.05.2020

With reference to above, we are pleased to place FORMAL ORDER on you for the Supply and Installation and Commissioning of RDSO complaint 140MT pit-less electronic In Motion Rail Weighbridge complete with accessories including CAMC for 2 years, at the rates, terms and conditions stipulated below and general terms and conditions enclosed:-

Description	Ordered qty (set)	Unit Basic Price Rs.	Extended value Rs.
Digital make MW2500 Model RDSO complaint 140MT Pit-less Electronic In-motion Rail Weighbridge. Detailed specifications as per Annexure "A" of NIT	1	12,07,100.00	12,07,100.00
Freight charges @ Rs.20,000.00			20,000.00
FOR Destination price (Basic + Freight)			12,27,100.00
GST @ 18% on FOR Destination price (Eqpt price + freight)			2,20,878.00
All Civil Works, erection and commissioning of Rail Weighbridge			6,50,000.00
GST on Civil Works, erection and commissioning of Rail Weighbridge @ 18%			1,17,000.00
1 st year CAMC charges after Guarantee / Warranty period of 1 year			1,92,500.00
2 nd year CAMC charges after Guarantee / Warranty period of 1 year			1,92,500.00
GST on CAMC Charges (1 st year & 2 nd year after Guarantee / Warranty period of 1 year)			69,300.00
Total cost of equipment, Civil Works, erection and commissioning and CAMC charges for 2 years after Warranty period before availing ITC			26,69,278.00

Total Value: Rs. 26,69,278.00 (Rupees Twenty six lakhs sixty nine thousand two hundred seventy eight only).**Terms and conditions :**

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding and insurance charges upto destination. For FOR destination supply, Freight charges shall be paid extra at actual subject to maximum ceiling of Rs.20,000.00. Safe arrival of the consignment at destination shall be your responsibility.

CAMC charges for two years after completion of Guarantee / Warranty period shall be payable as above. Respective areas / Area Nodal offices shall ensure that the intimation for commencement of CAMC period shall be given to the firm atleast one month before the expire of Guarantee / Warranty period after ensuring revenue budget for the same at Area's end. Detailed terms and conditions of CAMC are enclosed at Annexure "X".

Purchase Order no 11000113720040 dt 05.05.2020; M/s Digital Weighing Systems (P) Ltd

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 and on Civil Works, erection and commissioning of Rail Weighbridge 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:** Weighbridges shall be supplied, installed, stamped, commissioned and handed over after trial run within two months from the date of handover of the site. The site shall be handed over after obtaining clearance from railways.

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
1 set	Chargaon siding	Majri	The Depot Officer, Regional Stores, WCL, Majri Area, New Majri, PO Shivaji Nagar, Chandrapur Dist 442406

6. **Payment terms :** For Equipment with Installation and commissioning requirement:

- Payment for 80% of the Invoice value excluding installation and commissioning charges shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Security deposit & Performance Bank Guarantee.
- Payment for balance 20% of the Invoice value, 100% of value of Civil Works and 100% Erection & commissioning charges shall be made within 21 days after successful commissioning of the equipment at the allocated locations after submission of satisfactory installation commissioning certificate issued by the Staff Officer (E&M) of the area.

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, Main Branch. Gangashree Talkies Parisar, High Court Road, Bilaspur
Account Number, Nature of Account	10826236999, Cash Credit
IFSC Code	SBIN0000336

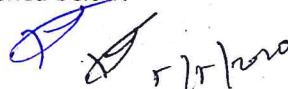
9. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

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.2,66,928.00 (Rupees two lakhs sixty six thousand nine hundred and twenty eight 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.

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), valid for 42 months to cover the Guarantee / Warranty period and above AMC period, equivalent to 10% value of the contract Rs.2,66,928.00 (Rupees two lakhs sixty six thousand nine hundred and twenty eight only). The Bank Guarantee shall be released after successful completion of the Guarantee / Warranty period after confirmation from GM(E&M) HOD, WCL Hq. 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 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:** Vendor shall give composite guarantee / warranty of satisfactory performance of the complete equipment (along with accessories) for a period of 12 months from the date of commissioning of the equipments or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier.

13. **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,

- 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.
- 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 cancelling the supply order in respect of the consignment not yet due for supply, or
- 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-
- 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.
- To forfeit the security deposit full or in part.
- 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.

14. **SUBMISSION OF BILLS:**

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

Signature

Signature
5/5/2020

Purchase Order no 11000113720040 dt 05.05.2020; M/s Digital Weighing Systems (P) Ltd

15. 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, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

I) You will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

II) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

16. 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)

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

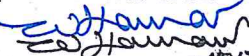
"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department 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."

18. 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.

19. Jurisdiction of Court: Nagpur only

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.


05/05/2020
(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-BB : Weighbridge data format
- Annexure "X" : Terms and conditions for Annual Maintenance contract for 140T In-Motion weighbridge
- Annexure-C : General Terms & Conditions
- Annexure-D : PBG format

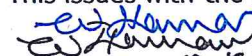
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
1. GM(E&M) HOD / GM(P&P) / GM(Fin.)WCL(HQ), Nagpur
2. AGM / SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Majri area
3. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
4. RD, CMPDIL, RI IV, Nagpur
5. TS to Dir (Tech) P&P, WCL, Nagpur
6. Chief Manager (MM/Admn), WCL(HQ) – The Landed value of the order is Rs.26,69,278.00
7. CM(Fin) / AF (MM); MM Wing, WCL Hq., Nagpur

Indent details: Indent no : Ind /19-20/3260/00218 dt 23.07.2019 for 1 no for Saoner--3 of Nagpur area.

BC Reference: Capital Budget : FA/WCL/CAP/BC/CHP-P&M/12/01/151 dated 28.04.2020 for Rs.26,69,278.00

This issues with the concurrence of CM(Fin) /AF(MM) and approval of Director (Tech) P&P on 03.03.2020


05/05/2020
Chief Manager (MM) P-III


Chief Manager (MM) P-I

TECHNICAL SPECIFICATION
SPECIAL TERMS AND CONDITIONS OF NIT

1. Schedule of requirement:

Description	Quantity
Supply and installation and commissioning of RDSO compliant 140T pit less electronic In motion rail weighbridge complete with accessories and CAMC for two years after warranty period	1 set

TECHNICAL SPECIFICATION OF 140 T PITLESS ELECTRONIC IN-MOTION RAIL WEIGHBRIDGE AS PER RDSO SPECIFICATIN NO WD-29-MISC-14

1.0 Scope of Supply

1.1 Design, manufacture, supply, transport, installation and commissioning, testing, stamping of 140T Pitless Electronic In-Motion Rail Weighbridge in all respect as per RDSO specification No.WD-29- MISC-14 including stamping by Weights and Measures department however Standard Test Weights /Railways test wagon will be provided by WCL if required.

~~1.2 (A) The work also includes the necessary construction of suitable sub-base for weigh-rail as per RDSO~~
specification No.WD-29-MISC-14 for weighing all types of wagons on broad gauge Railway track in in-motion condition. One weighing cabin should also be constructed and the weigh cabin should be provided with one number 1.5-ton air conditioner of VOLTAS/ CARRIER/ BLUE STAR make. The weighing cabin shall be provided with 2 Nos. of 40 Watt Tube light fittings of PHILIPS/BAJAJ/ SURYA/ ANCHOR/ WIPRO make and 01 No. 1200 mm sweep ceiling fan BAJAJ/USHA/ CORMPTON/ GEC/ ORTEM make. All other electrical wiring, switch, plug etc shall be of standard make and of adequate capacity. Class I earthing with adequate lightening protector for the weighbridge shall also be provided. The weighing cabin should be of 4 X 3.5 X 3.5 Meter with double door dust proof arrangement for maintaining cleanliness. The floor shall be made anti-static vinyl finish. The doors shall have automatic hydraulic door closure of standard make.

1.2(B) The weigh cabin should be provided with double glass-paneled window on platform side wall for monitoring the wagons movements while weighing. The glass should be plain 5mm thick adequately sealed to prevent any leakage of dusty air to the weigh cabin. The doors shall be flush type to prevent / minimize the ingress of dust inside the cabin. Following furniture (Branded) shall also be provided for weigh-cabin

- 2 nos steel table with sunmica top of 4' to 4'6" x 2'6" to 3' 1.
- 1 no operator chair revolving type.
- 2 nos steel chairs.

1.3 Weighbridge Capacity 140 MT with 200 Kg increment as per RDSO specification No.WD-29- MISC-14.

1.4 Weighing System : Microprocessor based weighing console of modular construction and plug in type should have following features:

- Auto Calibration.
- Auto Gain
- Auto zero maintenance.
- Auto latching.
- Uni-directional / bi-directional weighing.
- Self & operator diagnostics.
- High intensity LED/ LCD display of adequate height for easy readability.
- Temperature range of working up to 50° C. Humidity 95 %.
- Provision for direct interface with printer through key board.
- 1 serial port RS232 C & 1 parallel port / serial port for direct interfacing with printer. Automatic net weight calculation.
- Real calendar clock with battery back-up for automatic recording of dates, time-in time-out. Memory capacity of digitizer as per RDSO specifications. The system should be tamper-proof as per RDSO specifications.

1.4(A) Apart from above systems should have following features also:

Bi-directional weighing: The system shall provide arrangements for bi-directional weighing so that the same weighbridge can be used for recording tare weight while the empty wagons are being placed on the colliery siding and gross weight when the same are being withdrawn.

Weightment Speed: Up to 15 KMPH, weightment data should be available in the memory for part of the rake which has already passed over the platform rails and has been weighed in case of over speeding for the balance rake and "Over speed" shall be mentioned on the report.

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Anti roll back protection :The system will sense the direction of movement of wagons so that reverse movement or stopping, the rake does not effect the orderly recording the weight of each wagon in the rake, thus preventing multiple weighing of the same wagon. Anti roll back protection shall be provided for both the directions of weighment.

Auto calibration: The system shall incorporate automatic method of calibration and capability for compensating changes due to minor structural changes in the Weighbridge, variations in sensors, changes in component characteristics due to temperature, humidity, aging and debris on the weighbridge etc., affecting the Electronic zero of unload system.

1.4(B) When not in use, the system will keep on self calibration periodically. Apart from this the system will auto calibrate before initiating weighment, it should also have manual zero facility.

Adequate protection against electrical surges arising from high voltage traction system, line transient and lightening should be provided to avoid damage/mal-functioning in the equipment, which includes all the sub-system like rail transducers, track sensors, weighing system electronics, power equipment & battery back up, etc.

1.5 General arrangement of weighbridge : Electronics in motion weighbridge shall consist of

(i) Weigh rails.

(ii) Track switches/sensors for speed and wagon type detection.

~~(iii) Control console with electronic cards for implementing track switch logic and receiving signals from load cells for further processing.~~

(iv) A personal computer of latest design or a VDU, a key board & a printer computer directly linked to control console, for operation, viewing and printing output.

(v) Any other kind of equipment required for satisfactory performance of weighbridge.

1.6 General requirement: (i) Weighing speed: Weighing speed of 15kmph for WB15 weighbridge.

(ii) Weighing capacity: Load cells shall be able to measure a load of up to 35 tons for each axle and software/hardware should be able to compute weights up to 140 tons for an individual wagons.

(iii) Advance over speed warning system: An audio visual warning shall be provided for guiding the driver for controlling the speed before the train approaches the weigh bridge.

(iv) Foundation/support: A slab type of concrete foundation should be provided for laying concrete sleepers through out the underneath length of weigh rails.

(v) Weighing increment/Scale interval: Weighing increment/scale interval should be 200 kg maximum uniformly throughout its capacity.

1.7 PC, MOINTOR & KEYBOARD: ACER/HP/DELL make (AMD Ryzen 3pro 1300 Processor) having tower cabinet PC with 8GB DDR4 RAM (minimum), 1TB SATA (minimum) HDD @ 7200 rpm or higher with NIC with 10/100/1000 GB (minimum) with minimum 1 serial port 8 USB and 19.5 inches (minimum) LED/ LCD colour monitor with 104 keys multimedia with transparent rubber screen shielding keyboard. Preinstalled Windows 10 professional edition (OEM License) with recovery media & IPV6 compliance. Anti Virus: Kaspersky/ Norton/ MacAfee/ Trend Micro with min 1 year license. The PC along with the necessary weighing software should be compatible to the above digitizer to control all the operations & for obtaining the printout of the individual as well as total transaction per day as per the requirement of area. The weighbridge PC & software should be able to have FOIS functionality.

1.8 PRINTER: 132 Column 160 cps or more DOT Matrix printer of Wipro/TVS/Epson/L&T.

1.9 TRACK –LOGIC SWITCHES: The weighing system shall be provided with sufficient number of non contact type track logic switches of rugged construction so as to provide long uninterrupted service.

1.10 RAIL SENSOR: Weigh rails with transducers /load cells suitable for the purpose. The length of these rails shall be atleast 5.5 meters. The rail section will be the same as the adjoining rail section (52kg/60kg/any other as the case may be. (i) "IRST-12-Grade 880" rails shall be used in the weighbridges if they are installed on main/ loop lines.

(ii) Industrial use(or IU) rails may be used for private sidings, where there is no movement of passenger trains.

1.11 PRINT OUT FORMAT:

Print out format should give the following information's on agreed format:

i. Name of the loading point.

ii. Rake Number.

iii. Destination Point

iv. Date of removal of loaded rake.

v. Time of initiation of Gross Weighment of wagons in rake.

vi. Wagon Number (to be put in by the operator with the help of keyboard on the VDU)

vii. Tare weight of individual wagons in a rake in sequence order.

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- viii. Gross weight of individual wagons in the rake in the same sequence order.
- ix. Net weight of individual wagons in the rake in the sequence order.
- x. Tare weight of whole rake.
- xi. Gross weight of whole rake.
- xii. Net weight of whole rake.
- xiii. Print-out of any fault / malfunction of system.
- xiv. Other data (to be put in by the operator with the help of keyboard on the VDU)
- xv. Wagon no. and tare weight entry should be possible before and after weighment
- xvi. CC / CC+ of each wagon (to be put in by the operator with the help of keyboard on the VDU)
- xvii. Over load/ under load as compared to CC / CC+ weight of individual wagon.
- xviii. Over load of whole rack.
- xix. Over speed shall reflect in Electronic Printout system when Rake / wagons are not weighed due to over speed.
- xx. Calibration factor if any.

1.12 SYSTEM ACCURACY: WB-15 weighbridge: It shall meet the requirement of accuracy class-1 for wagon weighing and accuracy class 0.5 for rake/train weighing.

1.13 MAINS SUPPLY: 230 Volts AC $\pm 15\%$ 50 Hz. $\pm 3\%$ at weighing cabin location.

1.14 UPS: Make of the UPS: Numeric / Onfiniti. 1 KVA on line single phase UPS input range 230 Volts $\pm 15\%$ and output 230 Volts $\pm 1\%$ should be provided with weighing system and UPS should be fitted with bidirectional static switch to provide asynchronous transfer to by pass supply in the event of failure overload on the output of the UPS automatically. The UPS should be capable of charging the batteries attached with it.

1.15 Batteries: Sealed Maintenance Free (SMF) batteries of adequate capacity to provide minimum 2hours of back-up for 1 KVA load. Suitable number of batteries with sufficient AH capacity should be provided.

1.16 Constant Voltage Transformer: Bhurji / Vertex make Standard make 1 KVA of input range 130 Volts to 270 Volts, Output range 220Volts $\pm 1\%$ and output current 4.5 Amps to be fitted with the UPS.

1.17 VOLTAGE STABILISER:

Standard make adequate capacity to cater for 1.5T air conditioner with working voltage range 160 Volts to 275 Volts.

1.18 Supply of furniture- Following furniture (Godrej Brand) shall also be provided for weigh cabin

- a) 2 nos steel table with sunmica top of 4' to 4'6" x 2'6" to 3'.
- b) 1 no operator chair revolving type.
- c) 2 no. steel chairs.

1.19 The following documents should be submitted along with supply.

- i. General arrangement drawings of the offered system.
- ii. Sub Base drawings with dimensions as per RDSO specification No.WD-29-MISC-14
- iii. Duly accepted dimensional plan of control/weigh cabin.
- iv. Descriptive manual/ literature of the offered system items like Digitiser, PC& Printer, UPS, Load Cell, Air conditioners, CVT etc.
- v. Undertaking that the manufacturing license shall be kept valid till complete execution of the supply order including the AMC period.
- vi. Notarised copies of valid RDSO approval enlistment certificate.
- vii. Notarised copy of model approval, issued by Legal metrology department, Govt. of India for the model of the Weighbridge to be supplied.
- viii. Notarised Copy of valid manufacturing license from Legal metrology department of the concerned state where the unit belongs.

1.20 (A): AFTER SALES SERVICE AND MAINTENANCE:

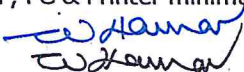
You should be required to post engineer at Nagpur along with necessary spares to ensure smooth maintenance of supplied weigh bridge during the warranty period.

After warranty of one year system will be under AMC for a period of two years. Terms and conditions for comprehensive maintenance contract is indicated for undertaking maintenance / repairs in Annexure-A. The AMC will be executed after warranty and renewed annually. Value of the rates for the above 2 years is given in the supply order. The rate of applicable tax on the AMC is also given in the supply order.

(B) SPARES AVAILABILITY:

You should submit guarantee for supply of spares for their equipments supplied and commissioned against the supply order as below:

- a. For Digitizer, PC & Printer minimum 10 years from the date of commissioning.





b. For other items for the designed life period of the items.

(C) EMPLOYMENT OF WORKMEN/COMPETENT PERSONS:

It is your responsibility to employ engineers/technicians or competent-technical persons as may be required and to follow all the norms and practices set under statutory requirements and provisions made in the labour law as may be applicable at subject locations of WCL. You will be liable for implementation of the provision of Mines act 1952, contractor Labour regulation and Abolition Act and Rules thereof, payment of wages Act and payment of wages (Mines) rules, minimum wages act and rules thereof. Coal Mines Provident Fund Scheme and other Legislation which are obligatory on your part as contractor towards your employees.

D(i) ACCIDENT OR INJURY TO WORKMAN :-

In no manner WCL shall be liable to you or any member of your staff or any person or to Govt or other bodies for injuries or death caused as a result of accidents either within or outside the installation site in the course of work. You shall be responsible for such contingencies and will make good all claims for compensations, claimed by your labour or staff or as decided by appropriate authority / tribunal or other competent agencies and discharge as the case may be, all liabilities under the workman's compensation Act and other relevant laws of the land. You shall also indemnify the company and disburse all the sum that may be awarded in respect of claims for compensations out of or consequent to any staff or labour working under you or any other involved persons pursuant to the provisions of workman's compensation Act (VIII of 1923 and IX of 1933) or any subsequent modification or amendment to the act thereof or any other enactment or law in force at relevant time.

~~D (ii) All costs incurred in connection with any such claims should be made good by you and the company reserves the right to pay in the first instance such amount of compensation is payable under the said act and to recover the amount so paid from the contractor.~~

D (iii) Safety Provisions:

Before deploying any person at the work, PME & VTC of each employee should be ensured by the contractor and mine management. Workers should be trained for the job before engaging by the contractor, if not trained. Code of safe practice to be framed and circulated to all concerned workers for general safety awareness for the proposed job. Adequate lighting/ illumination must be ensured at the work place. No person should be allowed to work for more than 08 hours in a shift.

D(iv) Safety appliance like helmet, safety shoes, safety belt of approved type to be provided to all contractor workers wherever necessary. Protective safety items where hazard due to noise, dust, falling of external material in eye etc to be provided. All workers, working near moving machines should wear fluorescent jackets.

D(v) Proper fencing to be provided at the workplace to avoid un-authorized entry. Sand buckets / fire extinguisher to be provided in the workplace. All the rules, regulations and by laws under mines act to be complied. Traffic rule to be enforced strictly In the open cast mine pedestrian should utilize road meant for them.

Bill of Quantities(Items) as per Scope of Supply:

- | | |
|--|------------------------------------|
| 1. Rail Sensor | - 1 Pair. |
| 2. Digitizer (Digital MW 2500) | - 1 Set |
| 3. PC for communication | - 1 Set |
| 4. Dot Matrix Printer | - 1 Set |
| 5. Track-Logic Switches | - As required. |
| 6. UPS with Batteries. | -1 Set |
| 7. CVT | -1 Set |
| 8. Air conditioner (Carrier / Voltas / Blue Star) | -1 Set |
| 9. Stabilizer for AC | -1 Set |
| 10. Junction Box | - As required for system. |
| 11. Weighing software | - As per requirement of consignee. |
| 12. Surge protection device | -1 Set |
| 13. Different Cables with GI conduits | - As per actual requirement. |
| 14. All civil works for construction of weigh cabin including fitting of 1 no ceiling fan and 2 nos tube light and suitable sub base for weigh rail as per scope of supply | |
| 15. Furniture (Branded): | |
| • 2 nos steel table with sun mica top of 4' to 4'6" x 2'6" to 3', | |
| • 1 no operator chair revolving type, | |
| • 2 nos steel chairs. | |
| 16. Erection & commissioning of Rail weighbridge on Turn Key basis | |
| 17. Comprehensive AMC for two years after warranty | |
| 18. Any other items which are required for commercial operation of weighbridge | |

W. Hamman
W. Hamman

[Signature] *[Signature]*

An ISO 9001 Certified Company

DIGITAL

W IN-MOTION WEIGHING SYSTEM MODEL MW 2500

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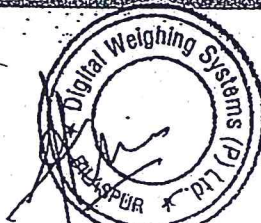


G S Y S T E M S

Winner of National Award for Quality & Entrepreneurship

Signature

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ELECTRONIC WEIGHING SYSTEMS OF WORLD CLASS

MW 2500

Features

Modular design of scale allows weighing of a wide range of rail cars

Scale can be installed either above ground (rail bonded sensor)

Gross capacity is certified at 140,000 Kgs. In 200Kg. Graduations

Anti-creep devices included on live rail/Load cells

Load cells/Sensors are hermetically sealed for environmental protection

Menu Driven Operation

Remote Sensing Excitation Circuitry

High Resolution Analog to Digital Converter

Automatic Calibration Check

Auto Zero maintenance

IBM key board and key pad interface

Real time Clock (Optional)

Password Security

Two full duplex configurable RS232/RS 422 ports (optional line driver) for distant transmission of serial communication

Self & operator diagnosis

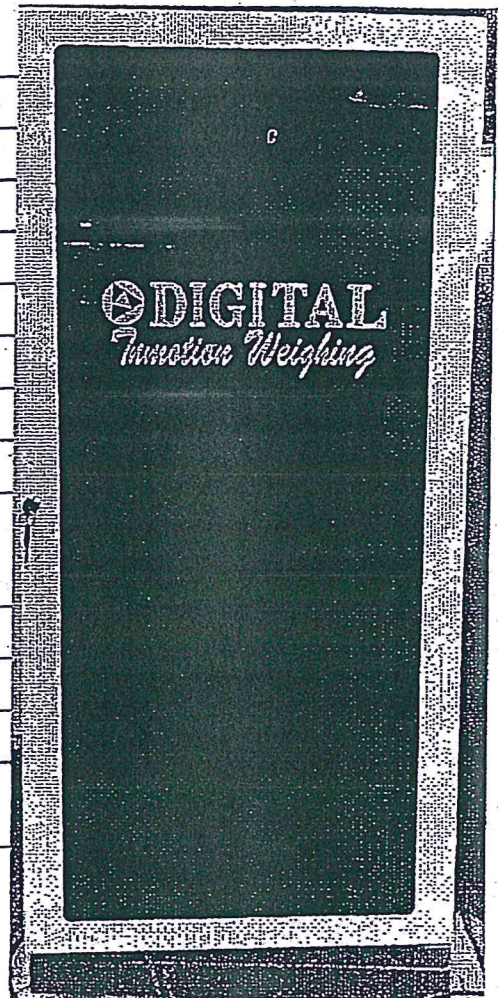
High efficiency seven segment displays for weight

Inbuilt weightment memory bank

Suitable for Merry Go Round (MGR) type dispatch (auto tare/gross/net & end of rake facilities)

Fully unique embedded microcontroller based circuitry for fast operation

W. Kama
W. Kama



W. Kama



TECHNICAL SPECIFICATION			
Measurement Rate	20000 Measurements per second	Operation	Menu Driven
Resolution	Selectable	Weighing Range	0 to Rated Load
Over Capacity	Visual Indication provided in both Weight Display & Message Display	Interface through	IBM Compatible, 104 Keys PC Keyboard
Visual Display	16 mm, 6 Digits, 7 Segment for Weight Display 5 mm 16 character 2 line Alpha numeric for Msg Display	Software	User friendly, Menu Driven
Polarity Indication	"-" Sign in weight display and annunciation in message display	Self Diagnostics	Provided
Calibration	Software (Password protected)	Auto Latching	Provided With RTC RAM & Security As Per RDSO
Decimal Point	Selectable	EMI / RFI	Signal, Excitation, lines protected
AZM Capture range	Selectable	Power Supply	230 V AC \pm 10 %, 50 Hz \pm 3 Hz, Single Phase
Motion Band	Selectable	Power Consumption	80 VA
Serial Output	2 Serial Port	Temperature Range	5 to 55 Degree Centigrade.
Optional Output	RS 422/485	Humidity	0 to 90 % non-condensing
Printer Port	Centronics parallel port (Optional)	Enclosure	Floor mounted
A/D Conversion	16 Bit high resolution	Standards	OIML & BIS
Analog Input	4 Nos. optically isolated active high inputs	Approved By Government of India	
Digital Output	4 Nos. potential outputs with contact rating of 24VDC/1 Amp		
Real Time Clock	Provided		

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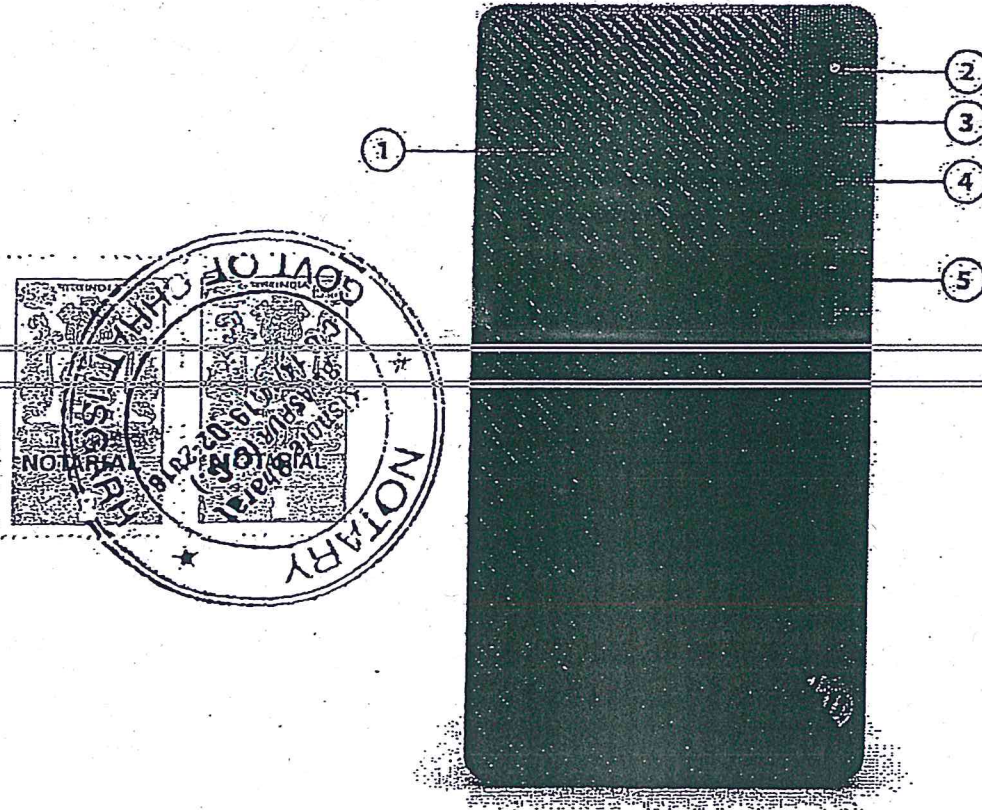
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Contract ess Track Swithes

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Overview

HP Desktop Pro G1 Microtower Business PC



Front

1. Slim-height Bay - supporting an optical disk drive (optional)
2. Power Button
3. Combo jack, Headphone/ Microphone
4. SD Card Reader
5. (2) USB 3.1 Gen1 Port

Not Shown

- Slots (1) PCI Express x16
(1) PCI Express x1
(1) Legacy PCI (Optional on separate PC)
(1) M.2 for WLAN
(1) M.2 2230/2280 storage
- Bays (1) 3.5" internal HDD bay
(1) 3.5" or 2.5" internal HDD bay (shared Bay)
(1) 9.5mm internal optical drive bay



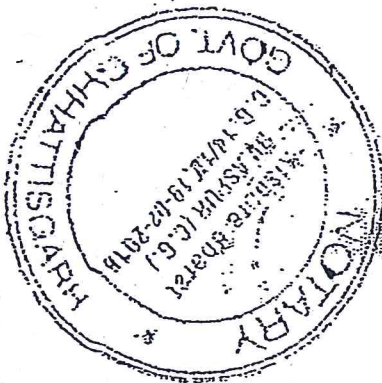
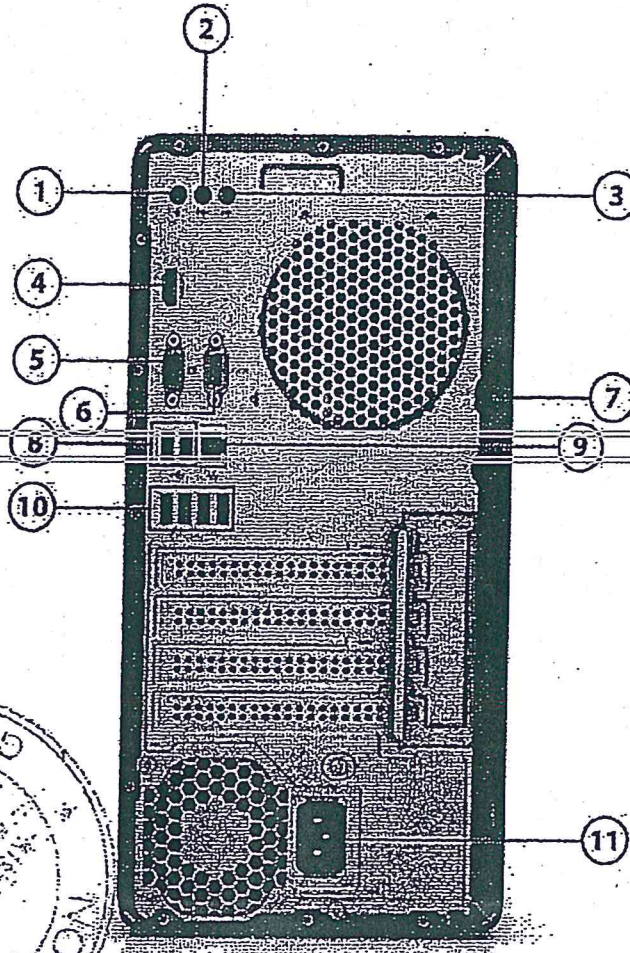
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Kishore Kumar Bhatnagar
Notary Public, Gurgaon (C.A.)

6 JUN 2019

Overview

HP Desktop Pro G1 Microtower Business PC



Back

- | | |
|--|---|
| 1. Audio Mic in | 7. Security Lock Slot |
| 2. Audio Line out | 8. (2) USB 2.0 port |
| 3. Audio Link in | 9. RJ-45 Network Connector |
| 4. HDMI Port (port will be covered up when discrete graphic card is configured on shipped machine) | 10. (2) USB 3.1 Gen1 Port (left) and (2) USB 2.0 port (right) |
| 5. VGA Port (port will be covered up when discrete graphic card is configured on shipped machine) | 11. Power Cord Connector |
| 6. Serial Port (optional on separated PCA with PS/2 port available as well) | |

Not Shown

- (1) PS/2 port (optional on same separated PCA with serial port available as well)
- (2) Parallel Port (Optional via PCIe1 slot)

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Notary/Notary, Bilaspur (C.G.)

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QuickSpecs

HP Desktop Pro G1 Microtower Business PC

Overview

AT A GLANCE

- Windows 10 Pro, Windows 10 Home or FreeDos 2.0
- Intel® H370 chipset supporting Intel® 8th generation Pentium®, Core™ i3, i5, i7 processors featuring Intel® UHD Graphics
- Supports an optional discrete graphics card
- Integrated 10/100/1000 Ethernet Controller or 802.11ac (1x1) WiFi and Bluetooth® 4.2 Combo
- Up to 32GB DDR4-2666 Unbuffered Memory (UDIMM)
- Independent monitor support via VGA and HDMI interfaces
- TPM 2.0 support (either dTPM or fTPM)¹
- Supports both Hard Disk Drives and SATA TLC / M.2 PCIe NVMe Solid State Drives
- Audio in, Audio out and Mic in support 5.1 channel
- 8 USB Ports (including 4 USB 3.1 Gen1 ports)
- 180W/310W 90% HE power supply
- Security cable lock supported (sold separately)
- Protected by HP Services; terms and conditions vary by country; certain restrictions and exclusions apply
- Dust filter available

Trusted Platform Module (TPM) 2.0 (Infineon SLB9670). Common Criteria EAL4+ Certified. FIPS 140-2 Level 2 Certified
TPM feature will not be supported on machine pre-configured with FreeDOS
In some cases, machines pre-configured with Windows OS might ship with TPM turned off

NOTE: See important legal disclosures for all listed specs in their respective features sections.



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Kishore Kumar Bikar

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-6 JUN 2019

QuickSpecs

HP Desktop Pro G1 Microtower Business PC

Overview

PRODUCT NAME

HP Desktop Pro G1 Microtower Business PC

OPERATING SYSTEM

Preinstalled	Windows 10 Pro 64* Windows 10 Home 64*
Pre-installed (other)	FreeDOS 2.0

1. Not all features are available in all editions or versions of Windows. Systems may require upgraded and/or separately purchased hardware, drivers, software or BIOS update to take full advantage of Windows functionality. Windows 10 is automatically updated, which is always enabled. ISP fees may apply and additional requirements may apply over time for updates. See <http://www.windows.com/>

PROCESSORS

Intel® Celeron®^{2,3}

CPU Intel Celeron G4900 Dual Core 3.1GHz 2400MHz 54W (Coffee Lake-S) (3.1 GHz, 2 MB cache, 2 cores)

Intel® Pentium®^{2,3}

CPU Intel Pentium G5400 Dual Core 3.7GHz 2400MHz 54W (Coffee Lake-S) (3.7 GHz, 4 MB cache, 2 cores)

Intel® Core™ i3^{2,3}

CPU Intel Core i3-8100 Quad Core 3.6GHz 2400MHz 65W (Coffee Lake-S) (3.6 GHz, 6 MB cache, 4 cores)

Intel® Core™ i5^{2,3}

CPU Intel Core i5-8400 6C 2.8GHz 2666MHz 65W (Coffee Lake-S) (2.8GHz, turbo up to 4GHz, 9 MB cache, 6 cores)

CPU Intel Core i5+ (Core i5 and Intel® Optane™ Memory⁴)

i5-8400 6C 2.8GHz 2666MHz 65W (Coffee Lake-S) (2.8GHz, turbo up to 4GHz, 9 MB cache, 6 cores)

Intel® Core™ i7^{2,3}

CPU Intel Core i5-8500 6C 3.0GHz 2666MHz 65W (Coffee Lake-S) (3GHz, turbo up to 4.1GHz, 9 MB cache, 6 cores)

CPU Intel Core i5+ (Core i5 and Intel® Optane™ Memory⁴)

i5-8500 6C 3.0GHz 2666MHz 65W (Coffee Lake-S) (3GHz, turbo up to 4.1GHz, 9 MB cache, 6 cores)

Intel® Core™ i7^{2,3}

CPU Intel Core i7-8700 6C 3.2GHz 2666MHz 65W (Coffee Lake-S) (3.2GHz, turbo up to 4.6GHz, 12 MB cache, 6 cores)

CPU Intel Core i7+ (Core i7 and Intel® Optane™ Memory⁴)

i7-8700 6C 3.2GHz 2666MHz 65W (Coffee Lake-S) (3.2GHz, turbo up to 4.6GHz, 12 MB cache, 6 cores)

2. Your product does not support Windows 8 or Windows 7. In accordance with Microsoft's support policy, HP does not support the Windows® 8 or Windows 7 operating system on products configured with Intel 8th generation and forward processors or provide any Windows® 8 or Windows 7 drivers on <http://www.support.hp.com>

3. Multi-Core is designed to improve performance of certain software products. Not all customers or software applications will necessarily benefit from use of this technology. 64-bit computing system required. Performance and clock frequency will vary depending on application workload and your hardware and software configurations. Intel's numbering is not a measurement of higher performance.

4. Intel® Optane™ memory (cache) is sold separately. Intel® Optane™ memory system acceleration does not replace or increase the DRAM in your system. Available for HP commercial desktops and notebooks and for select HP workstations (HP Z240 Tower/SFF, Z2 Mini, ZBook Studio, 15 and 17 G5) and requires a SATA HDD, 7th Gen or higher Intel® Core™ processor or Intel® Xeon® processor E3-1200 V6 product family or higher, BIOS version with Intel® Optane™ supported, Windows 10 version 1703 or higher, M.2 type 2280-S1-B-M connector on a PCH Remapped PCIe Controller and Lanes in a x2 or x4 configuration with B-M keys that meet NVMe™ Spec 1.1, and an Intel® Rapid Storage Technology (Intel® RST) 15.5 driver.

Not all configuration components are available in all regions
CNR0411093 — India — Version 6 — December 17 2018

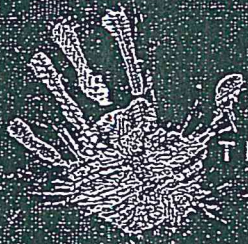
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attestor (C.G.)

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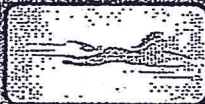
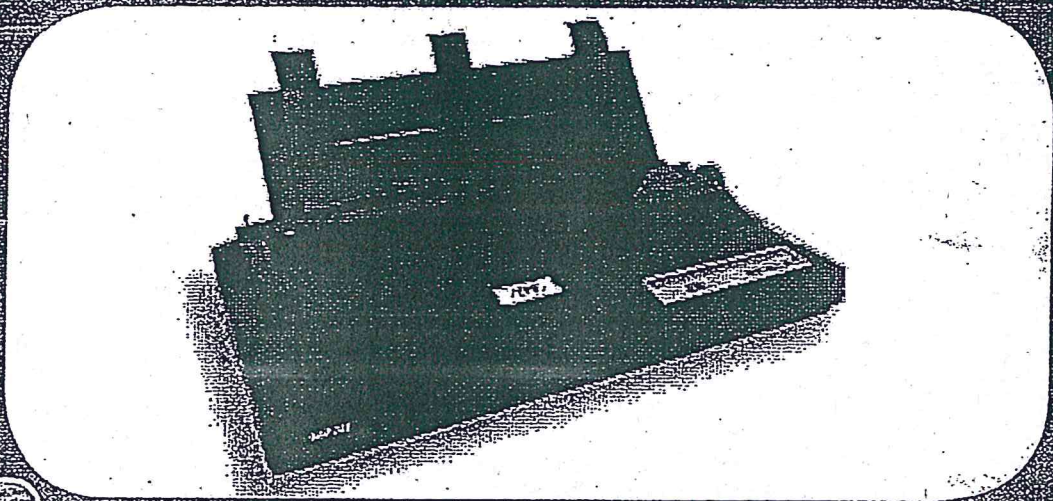


THE TOUCHPOINT OF INDIA

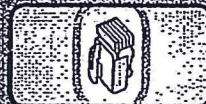


MSP 245 DOT MATRIX PRINTER

India's favourite financial printer



Top Printing Speed
386 cps



Long Print Head Life
200 million characters



Excellent Multipart
Printing Capability



Customer
W. Hama

Signature



Specifications

Print Method	: Serial impact dot matrix		
Print Direction	: Bi-directional logic seeking		
Print Head Type	: 9 wire		
Print Width	: 136 column		
Print Head Life	: 200 million characters*		
Print Speed	: 10	: 12	: 15
High Speed Draft (cps)	: 280	: 336	-
Draft (cps)	: 250	: 300	: 375
Near Letter Quality (cps)	: 62	: 75	: 75

Cassette Refill Mode:	Through Inkbank		
Inkbank Life	: 10 million characters***		
Input Buffer	: 100 KB		
Reliability			
MTBF (Power on Hours)	: 6,000 POH**		
Acoustics - Noise Level	: 55 dB (A)		
Emulation	: EX-1000 / IBM Proprinter		
Interface	: Centronics IEEE-P 1284A, Parallel, USB 2.0		
Optional	: RS-232C Serial		

Resident Printer Fonts

Draft	: Draft, high speed draft
Near Letter Quality Font	: Roman, Sans Serif, Script
Resident Barcode	: Code 3 of 9

Paper Handling

Paper Path - Standard	: Top, rear and bottom
Continuous Tractor Feed	: Convertible push / pull

Paper Size

Continuous Form Width	: 4" - 16"
Cut Sheets Width	: 7" - 16.1"
Paper Thickness	: Tractor feed - 0.3 mm(max) Friction feed - 0.3 mm(max)

Copy Capability* : 1+3 with carbon

Consumables - Ribbon

Type	: Ribbon cassette with unique user replaceable Inkbank (patented)
Colour	: Standard black
Ribbon Life	: 40 million characters**

Software Specifications

Drivers	: Windows 95, 98, 98SE, 2000, Me, XP, Vista, NT 4.0, Linux Redhat
---------	---

Electrical Specifications

Power Supply	: 90 - 270V AC
Mains Frequency	: 47 - 63 Hz
Power (Standby)	: 12 W

Environmental - Operating Conditions

Temperature	: +5° to +45°C
Relative Humidity	: 10% to 80%

Physical Dimensions

Size (W x D x H) mm	: 608 x 147 x 379
Weight	: 7 kg

Best suited for printing

Invoices | Ledgers | Accounts & Statements

1 kg = 2.2lbs; 1 Inch = 2.54 cms

*Max. possible copy capability

** @ Draft 10 cpl

***1+5 in Pull mode

@ 33% print density and 25% duty cycle

** Excluding print head @ 33% print density and 25% duty cycle

***, in lieu of USB

CUSTOMER SEGMENTS



ORDERING INFORMATION

3014060007 MSP 245

OPTIONAL CONSUMABLES

2028010011	TVS-E RIBBON CASSETTE 136 COL
2017100041	TVS-E INKBANK
2023020063	TVS-E PRINT HEAD MSP 245

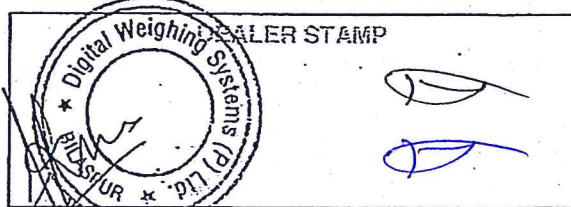
TVS ELECTRONICS LIMITED:

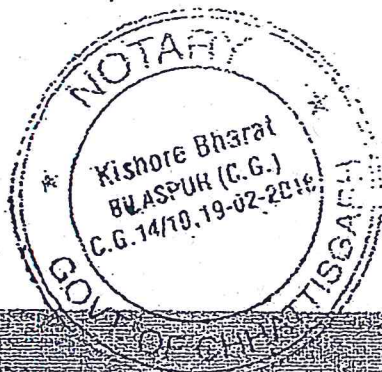
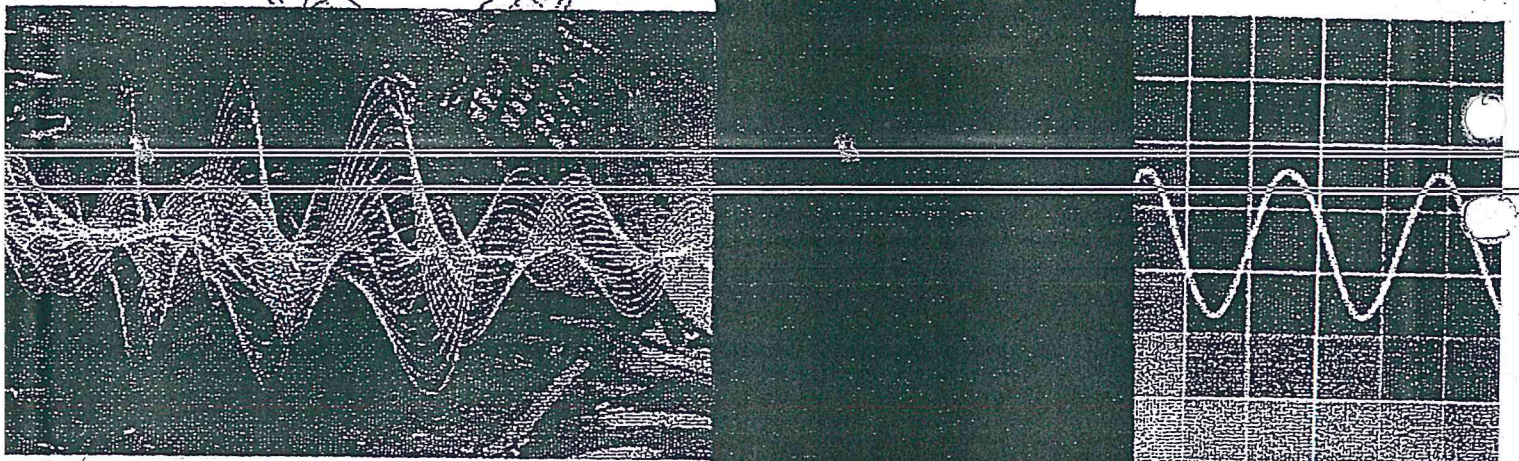
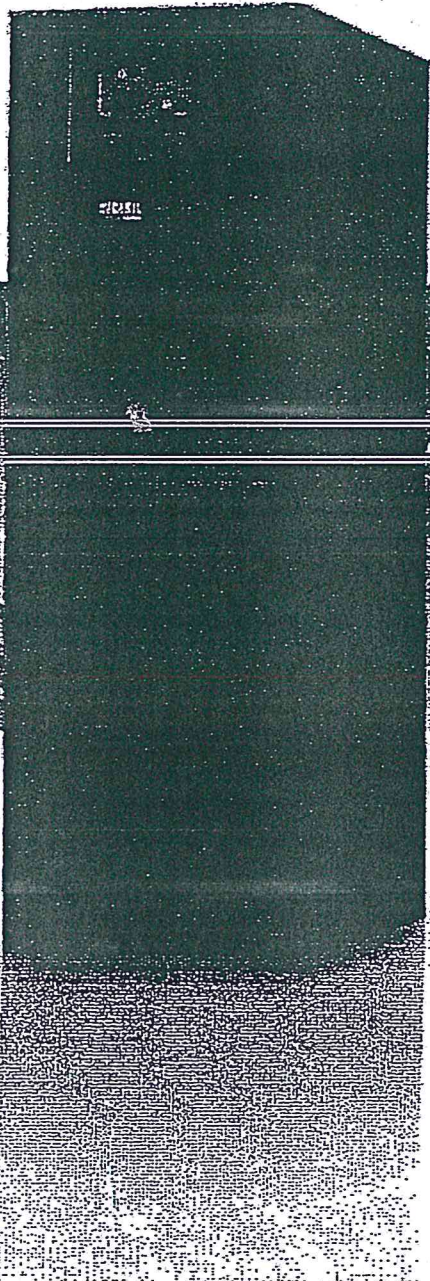
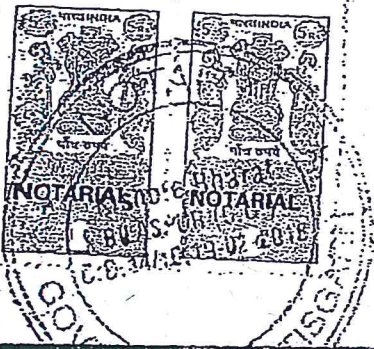
South Phase 7A, Second Floor,

Industrial Estate, Guindy, Chennai - 600 032.

Call: 1800 200 5123 / 3030 9797 (prefix city STD code)

Visit: www.tvse.in





W. Hama
W. Hama

Onfiniti

1 - 10 kVA UPS

Reliable and Efficient
Single Phase UPS Solutions



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Kishore Kumar Bharat

26 JUN 2019

SHURJI CONSTANT VOLTAGE TRANSFORMERS (CVT) ULTRA HIGH ISOLATION SERIES

AS AFTER BARELY ASCERTAINING THE PRECISE POWER CONDITIONING REQUIREMENTS OF COMPUTERS AND SIMILAR LOADS AND SIMULTANEOUSLY TAKING IN MIND THE EFFORTS, SHURJI ELECTRONICS HAS TAKEN CARE IN INTRODUCING THE ULTRA HIGH ISOLATION (UHI) SERIES OF CONSTANT VOLTAGE TRANSFORMERS. A FAR TOO IMPROVED VERSION OF THE WIDELY ACCEPTED STANDARD DESIGN OF BUREAU CVT IN THE MARKET FOR THE LAST COUPLE OF YEARS.

WHILE DEVELOPING A MORE EXPATRIATE DESIGN FOR COMPUTERS, IT IS ESTABLISHED THAT THROUGH ALL SUCH LOADS, VOLTAGES TO BE OBTAINED FROM SUPPLIES WITH SUFFICIENT STABILITY AGAINST MINOR FLUCTUATIONS IN THE INPUT VOLTAGE RANGING UP TO 10% IN THE LINE LINES & TRANSIENTS, SAGS & SURGES, MOMENTARY BROWN OUTS, ETC. WHICH RESULT IN ERRATIC BEHAVIOUR FROM THESE SYSTEMS.

UHI SERIES OF SHURJI CVT, BEING PRODUCED ARE DESIGNED TO ADDITIONALLY ADDRESS ISSUES TO SUCH LINE DISTURBANCES AND PROVIDE BETTER ALL ROUND PERFORMANCE. BESIDES OF COURSE, IT PROVIDES A HIGH DEGREE OF OUTPUT VOLTAGE REGULATION AGAINST RANDOM FLUCTUATIONS IN THE INPUT VOLTAGE AND LOAD ETC. EXISTENT IN THE SUPPLY LINE.

UHI (ULTRA HIGH ISOLATION) SERIES CVT ARE AS UNDER:
 Noise attenuation ratio is highly improved to make the CVT act so act as an ultra high isolator thus making the noise processor redundant.

Less effect of variation in line frequency on the output set point as brought down to 1.2% from 1.4%.

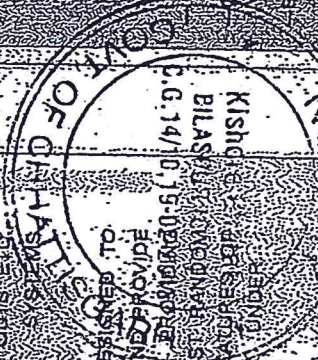
Protected against momentary overloads.

UHI SERIES OF SHURJI CVT IS SPECIALLY DESIGNED TO PERFORM UNDER ALL POWER CONDITIONS. IT IS INDEED AN ANSWER FOR EFFECTIVE PROTECTION TO YOUR COMPUTER. IMPROVEMENTS ACHIEVED IN VARIOUS TECHNICAL PARAMETERS ARE ACCURATELY HIGHLIGHTED IN THE SPECIFICATIONS.

SHURJI COMPLETE DESIGN AGAINST POWER HAZARDS FOR HIGH PERFORMANCE & RELIABILITY.

Kishore Kumar Bhatnagar
 Notary, Notary, Bhatnagar

6 JUN 2019



TECHNICAL SPECIFICATIONS OF SHURJI CONSTANT VOLTAGE TRANSFORMER (UHI CVT)

A CAPACITY RANGE
 B INPUT SPECIFICATION IN
 C OUTPUT SPECIFICATION
 D VOLTAGE REGULATION
 E LOAD REGULATION
 F WAVEFORM
 G STABILITY UNDER LOAD
 H RESPONSE TIME
 I TOLERANCE
 J ISOLATION
 K OUTPUT VOLTAGE REGULATION
 L ENERGY STORAGE
 M SHORT CIRCUIT PROTECTION
 N NEUTRAL VOLTAGE
 O GENERAL
 P AMBIENT TEMPERATURE
 Q TEMPERATURE COEFFICIENT
 R INSULATION CLASS
 S INSULATION RESISTANCE
 T RUBLE NOISE

150 VA TO 7.5 KVA (M MODELS)
 150 WATT TO 7.5 KW AT UNITY POWER FACTOR LOAD
 200 TO 275 V (M) (RATED LOAD)
 180 TO 275 V (M) (RATED LOAD)
 160 TO 275 V (M) (RATED LOAD)
 50 Hz ± 2.5 Hz
 220 VOLTS WITH MANUAL ADJUSTMENT OF
 OUTPUT VOLTS TO 230 V OR 240 V
 ± 2% AT RATED LOAD AGAINST SPECIFIED INPUT VOLTAGE
 ± 1% AGAINST VARIATION OF LOAD FROM 25% TO 100%
 AT 220V INPUT
 SINE WAVE
 WITHIN 3.5% AT RATED LOAD AT 220V INPUT
 30 MILLI SECONDS
 BETTER THAN 87%

ULTRA HIGH ISOLATION (UHI)
 ONLY 1% AGAINST 1% CHANGE IN INPUT FREQUENCY
 OCCURRING LINEARLY IN THE DIRECTION OF CHANGE
 3 MILLI SECONDS
 INHERENTLY PROTECTED AGAINST OVERLOAD & O/P
 SHORT CIRCUITING
 MAINTAINED AT ZERO. FLOATING O/P CAN BE
 PROVIDED AT REQUEST
 UP TO 85 DEGREE CELCIUS AT 95% RH
 MINUS - 0.026% AGAINST PER DEGREE RISE OF UNIT TEMP
 CLASS 'F'
 2KV AC APPLIED FOR 1 MINUTE
 MORE THAN 100 MEGA OHMS AT 500V DC
 30 db TO 65 db PROPORTIONATE TO THE UNIT CAPACITY

SHURJI CVT CAN ALSO BE PROVIDED TO FULFILL SPECIAL I/P/O/P OR ANY OTHER SPECS.
 FOR A WHOLE VARIETY OF INDUSTRIAL REQUIREMENTS FOR ALL TYPES OF CVT BASED
 TRANSFORMERS FOR UPS, INVERTORS, CHARGERS, ETC.

SHURJI
 TECHNICAL
 STABILITY AND A GREAT DEAL OF PEACE OF MIND.

12

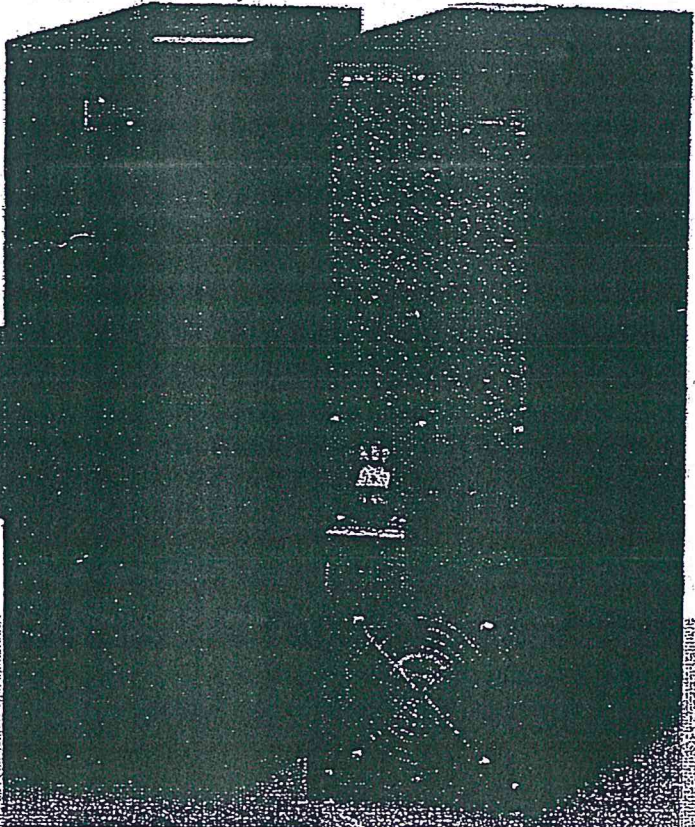
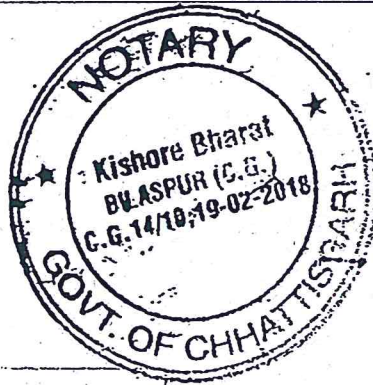
Onfiniti

1 Phase UPS

Today's business continuity demands a cost-effective power protection solution, for ensuring Power Continuity and Power Quality with optimal Total Cost of Ownership (TCO). The UPS range of Onfiniti is a true online double conversion topology UPS, designed with IGBT based rectifier & inverter to suit customer requirements.

Onfiniti provides maximum protection and power quality for entry level servers, workstations, communication equipments, ATMs etc...

Product Snapshot	
Power Rating	1kVA - 10 kVA at 0.8 pf
Configuration	Tower
Voltage	220V/ 230V/ 240V
Input Power Factor	0.99



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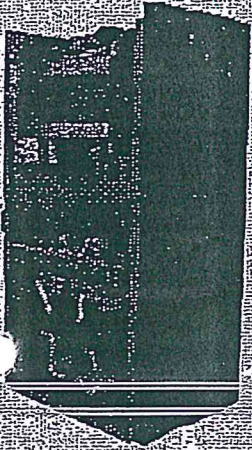
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Notary Public, B.V. ASPUR (C.G.)

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26 JUN 2019

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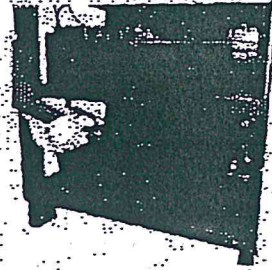
INTERNAL ISOLATION TRANSFORMER



Isolation transformer is a standard option in all Onfiniti FMI series models. This considerably reduces the footprint and requirement of additional cabling and switchgear. Isolation transformer provides maximum protection to the connected loads.

Flexible battery configuration

Battery blocks and their capacity can be configured by the user, as per the required variable backup time, based on the load connected.

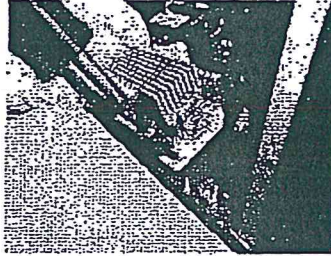


Additional charger

The additional charger is a standard add-on option in Onfiniti UPS. It reduces the extra space/cabinet requirement. The additional charger is controlled by the UPS inverter controller and thus provides adequate protection from over voltage.

Display panel

The display interface provides real-time status of critical diagnostics and essential parameters like load demands, input voltage, battery status, etc.

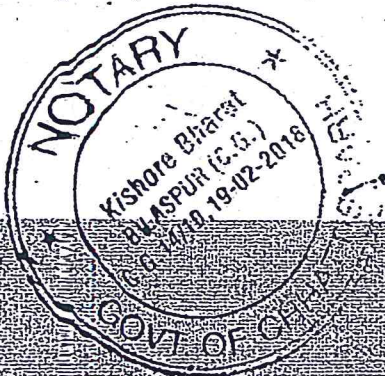
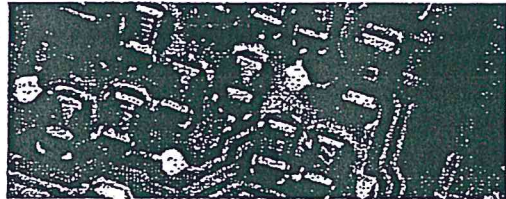
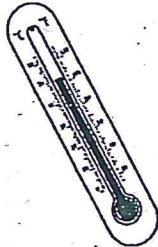


Conformal coating

Onfiniti UPS PC Boards comes as a standard with conformal coating. Conformal coating provides protection to the electronic circuits from harsh environments that may contain moisture and or chemical contaminants.

50°C Operation

Onfiniti UPS with stand high operating temperatures. They can operate at 40°C at 100% capacity and up to 50°C at 80% capacity.



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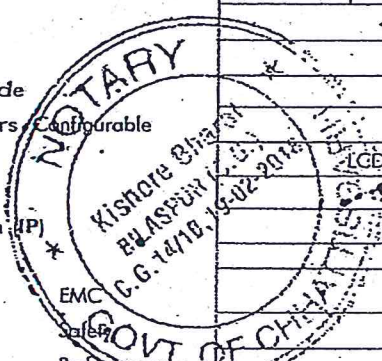
Kishore Kumar Bhatnagar
Notary/Notary, Bilaspur (C.G.)

Signature

Signature

SPECIFICATION

Parameters	1 kVA	2 kVA	3 kVA	5 kVA	6 kVA	7.5 kVA	10 kVA
UPS details							
Topology	True On-line Double Conversion UPS						
Output Power Capacity	800 W	1600 W	2400 W	4000 W	4800 W	6000 W	8000 W
Specifications							
Input							
Phase	Single Phase						
Voltage	230V AC						
Voltage Range	160V - 300V AC						
	110V - 300V AC @ 60% load			110V - 300V AC @ 50% load			
Power Factor	0.99						
Current THD	<10%						
Battery	36V	72V / 96V		192 - 240V			
Battery Charging	Constant Current & Constant Voltage with Optional Temperature Compensated Battery Charging						
Output							
Nominal Output Voltage	220VAC / 230VAC / 240VAC ± 1%						
Frequency	50Hz ± 0.1Hz						
Frequency Synchronisation	47.5 to 52.5Hz						
THDv	<3% Linear Load <5% Non Linear Load			<2% Linear Load <5% Non Linear Load			
Efficiency							
AC/AC (overall efficiency)	Up to 90%			Up to 92%			
ECO Mode	Up to 97%						
Overload Capacity							
105 - 110%	10 min			3 min			
111 - 130%	1 min			30 sec			
Communication							
RS232	Available						
USB Com Port	Available						
Intelligent slot	Optional - SNMP / MODBUS / Dry Contacts						
Operating Temp	0~40°C Continuous						
Electrical							
Input Terminal Type	Terminal						
Output Terminal	4 x India type 6Amps (1KL)	6 x India type 6Amps(2KL) 6 x India type 6Amps +TB for 3kVA (3KL)		Input Breaker + Terminal			
Noise Level	< 50 dBA			< 58 dBA			
Features							
CONVERTER mode	Available						
Bypass Parameters	Configurable Available						
Display	LCD Display			LED + LCD Display			
Mechanical							
Ingress Protection (IP)	IP 20						
Standards							
EMC	EN 62040-2						
Safety	EN 62040-1						
Performance	IEC 62040-3						
Certification	CE						
Dimension for FM (W x D x H) in mm	145 x 405 x 235	190 x 435 x 335		260 x 482 x 488			
Dimension for FMI (W x D x H) in mm	190 x 465 x 465	190 x 435 x 595		260 x 482 x 871			
Weight in KG (FM / FMI)	6.2 / 21.3	11.5 / 35.5	12 / 43.5	18.9 / 51		22.8 / 63	



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 Kishore Kumar Bhargava
 Notary Public
 26 JUN 2019



ELECTRONICS TEST & DEVELOPMENT CENTRE, CHENNAI
STQC Directorate, Department of Electronics & Information Technology
Government of India

Dr. VSI Estate, Thiruvanniyur, Chennai - 600 041.
Tel : 044-2454 7700 / 7701 / 7702 Fax : 044-2454 3713
E-mail : cnetdc@stqc.gov.in, etdccn@stqc.gov.in

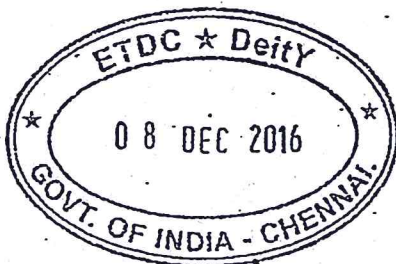
T-0036



Test Report No. ETDC(CN)/2016/49760
Date : 08.12.2016

Page 01 of 02

1.1	Service Request Form No. & Date	20256/2016-17	30.11.2016
1.2	Name & Address of the Customer	M/S. Digital Weighing Systems Pvt Ltd. Plot No: P1B & CP2, Industrial Area, Tifra, Bilaspur (C.G) Pin-495223.	
1.3	Description of Test Item (s)	Nomenclature:	Digital Weigh Rail
		Make	Digital
		Model	DWS RS 210
		Sl.No.:	10213242
	Number of items tested	One	
	Condition of items on receipt	Good	
1.4	Date of receipt of item	30.11.2016	
	Date of completion of testing	08.12.2016	
1.5	Place where testing carried out	ETDC, Chennai	
1.6	Applicable standard/specification	As per IEC 60529 Specification Category - II	
	Test method / procedure	IP 67 Test	
1.7	Environmental Conditions	Temperature : 27°C ± 2.0 °C	Relative Humidity : 50 % ± 15 %
1.8	Details of Major equipment used		
Sl. No.	Equipment Used	Calibration Agency/ Report Reference	Calibration Valid up to
1	Dust Chamber, Kaleidoscope	ETDC(CN)/2016/1710	27.04.2017



Compared with Original
True Copy

KISHORE BHARATI
Notary, Bilaspur (C.G.)

Tested by
V. Sundararajan

17 JUN 2019

with hammer
CW Hammer

Authorised Signatory



ELECTRONICS TEST & DEVELOPMENT CENTRE, CHENNAI
 STQC Directorate, Department of Electronics & Information Technology
 Government of India

Dr. VSI Estate, Thiruvananthapuram, Chennai - 600 041.
 Tel : 044-2454 7700 / 7701 / 7702 Fax : 044-2454 3713
 E-mail : cnetdc@stqc.gov.in, etdccn@stqc.gov.in

T-0036

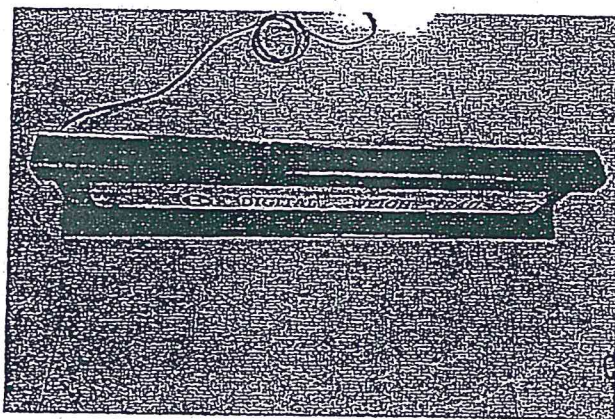
Test Report No. ETDC(CN)/2016/49760
 Date : 08.12.2016

Page 02 of 02

2.0 TEST RESULTS:

Sl. No.	Cl. No.	Test Details	Requirement	Results	Remarks
2.1	-	Dust Tight (IP 6X) Dust: Talcum Powder Duration: 8 h	No deposit of dust inside the equipment.	No dust observed inside the equipment.	P
2.2	-	Protected Against the Effects of temporary Immersion in Water (IP-X7) Immersion Depth: 1 meter Duration: 30 minutes	Ingress of water in a harmful quantity shall not be possible when the item is temporarily immersed in water.	Water not entered inside the equipment.	P

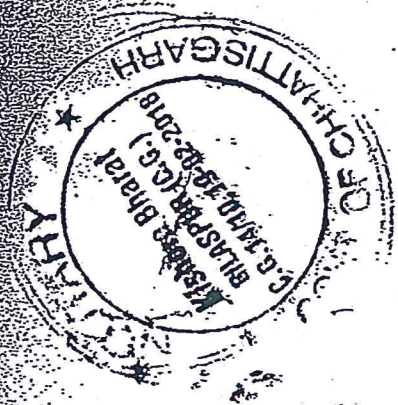
PHOTOGRAPH



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P → Passed (Meets requirement); F → Failed (Does not meet requirement); NA → Limits of Performance Not Applicable

Approved by
V. Sundararajan
 V. Sundararajan

Authorised Signatory
ANIL KUMAR
 SCIENTIST 'E'

ELECTRONICS TEST AND DEVELOPMENT CENTRE
 STQC DIRECTORATE, Delhi
 DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY
 MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
 GOVERNMENT OF INDIA

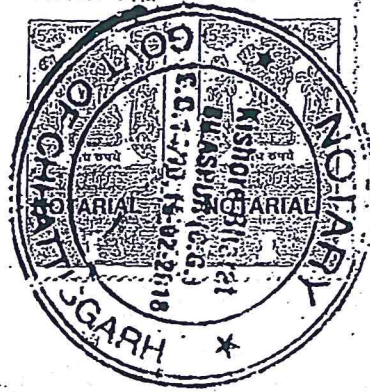
Issued by
K. SANKARASUBRAMANIAN
 SCIENTIST 'E'

ELECTRONICS TEST & DEVELOPMENT CENTRE
 STQC DIRECTORATE, Delhi
 MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY
 GOVERNMENT OF INDIA

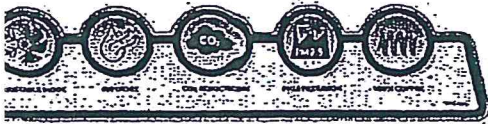
1. This report refers only to the particular item(s) submitted for testing. The report is valid only at the time of, and under the stipulated conditions of measurement.
 2. This report shall not be reproduced, except in full, unless written permission for reproduction of an approved abstract has been obtained from the Director, ETDC, Chennai-600 041.

S. Hanumanth

[Signature]



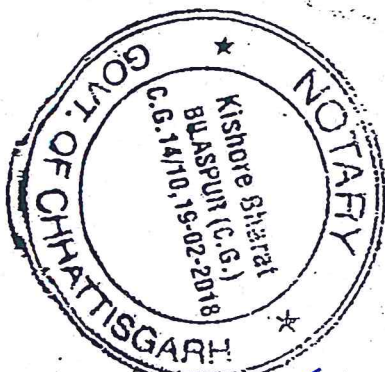
ATATA Product



VOLTAS



Inverter



Kishore Kumar Bitarat



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Kishore Kumar Bitarat
Notary/Notary, Bilaspur (C.G.)

JUN 2019

TECHNICAL SPECIFICATIONS

PRODUCT SPECIFICATIONS

Tonnage	1.5 Ton
Rated Cooling Capacity [W]	5150
Compressor Type	High EER Rotary
Refrigerant Gas	R-32
Power Supply [V/Hz/Ph]	230 / 50 / 1 Phase
Rated Power Input- Cooling [Watt]	1450
Rated Current- Cooling [Amps]	6.4
Condenser Coil	Copper
Connecting Pipe [Type]	Cu-Cu(12.5mm & 6.35mm)
Connecting Pipe Length [Metre]	3.0
Connecting Cable [Metre]	3.0

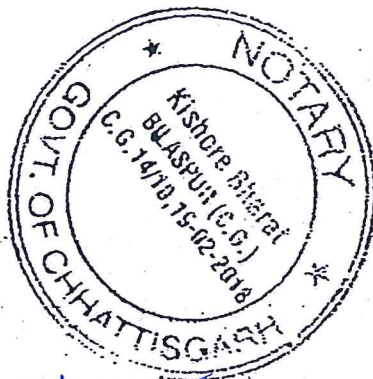
PERFORMANCE

OPERATION

OTHER FEATURES

DIMENSIONS

UNIT WEIGHT




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Kishore Bharat

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Kishore Kumar Bharat
Notary Public, Bilaspur (C.G.)

26 JUN 2018



HIDDEN DISPLAY



HIGH AMBIENT WORKING (@ 55°C even @ 195V)



STABILIZER FREE OPERATION (Works at 150-280V even at 48°C)



DURABLE INVERTER OUTDOOR: PCB



LOW VOLTAGE OPERATION (At 195V)



REFRIGERANT COOLING PCB



REFRIGERANT LEAKAGE DETECTOR

EMPERIA NEO+ INVERTER

Flexi Cool Remote



R32



Airflow Range: 1.0 Ton - 28 Feet, 1.2 Ton - 30 Feet, 1.5 Ton - 30 Feet, 2.0 Ton - 34 Feet.



Available in 1 TR, 1.2 TR, 1.5 TR & 2.0 TR

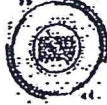
FEATURES



HIDDEN DISPLAY



HIGH AMBIENT WORKING (@ 55°C even @ 195V)



STABILIZER FREE OPERATION (Works at 150-280V even at 48°C)



LOW VOLTAGE OPERATION (At 195V)



REFRIGERANT COOLING PCB

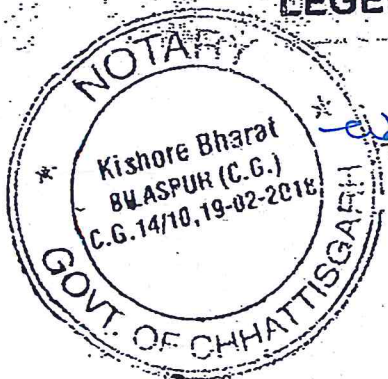


FLEXI COOL (50%, 75%, 100% Mode)



PM2.5 FILTER (3M Brand)

LEGEND NEO+ INVERTER



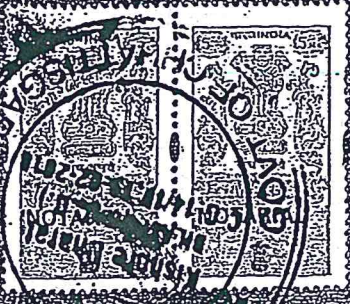
Kishore Bharat



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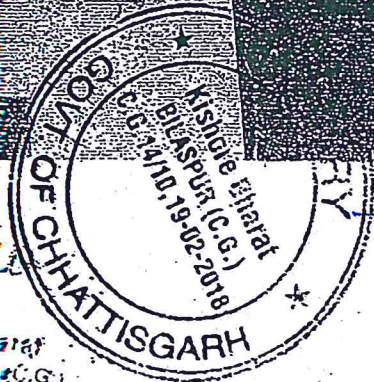
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6 JUN 2014



BHURJI CVT

A complete defence
against Power Hazards



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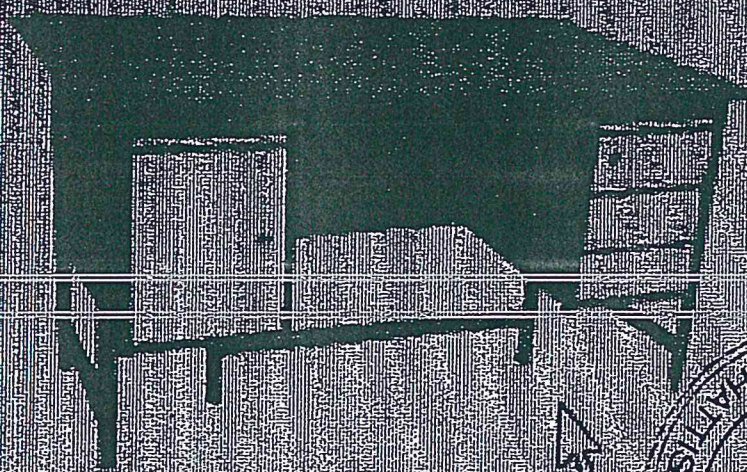
Kishore Kumar Bhatnagar
Secretary, Bilaspur C.G.

Kishore Kumar Bhatnagar

26 JUN 2019

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EXECUTIVE TABLE WITH FRONT ACCESS (60" x 30" x 28")
 (See Table 1 for details)



ECONOMY TABLE
 (See Table 1 for details)



The following information is being provided to you for your information and use only. It is not intended to constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase. The information is provided for your information only and is not intended to constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase. The information is provided for your information only and is not intended to constitute an offer of insurance or any other financial product. Please read the policy or contract carefully before you decide whether to purchase.

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Signature of Notary

26-10-2019

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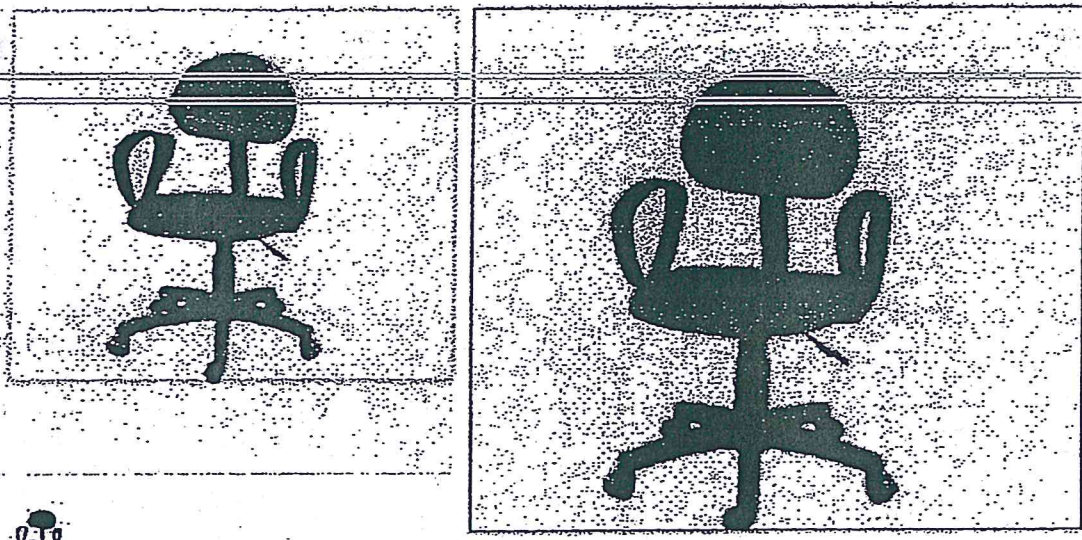
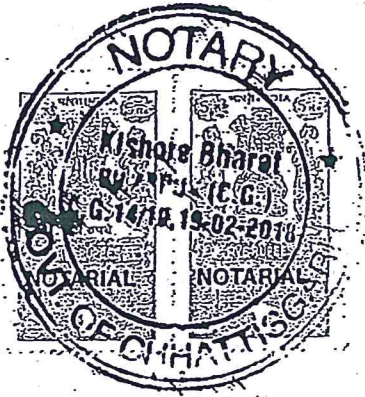
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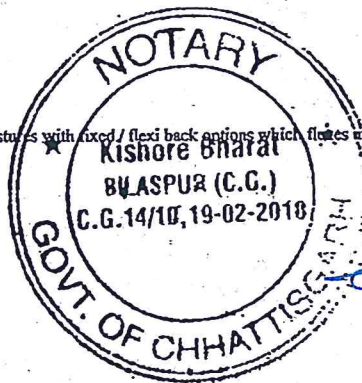
C 28 : Executive Chairs - C Series

Flawlessly designed for correct seating postures with fixed / flexi back options which flexes naturally as you recline. Ideal for use of computer operators and where ever space is a constraint.

- [Overview](#)
- [Classification](#)

Flawlessly designed for correct seating postures with fixed / flexi back options which flexes naturally as you recline. Ideal for use of computer operators and where ever space is a constraint.

- H : 930 ±10
- W : 645 ±10
- D : 645 ±10



Kishore Kumar
Kishore Kumar

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Kishore Kumar Bharat
 Notary/Notary, Bilaspur (C.G.)



Category

Safes

-6 JUN 2019

DETAIL OF WEIGH BRIDGE

SL.	DESCRIPTION	MAKE	CATALOGUE
01	WEIGH BRIDGE AS PER NIT INMOTION WEIGH BRIDGE 140TON	DIGITAL	ENCLOSED
02	DIGITIZER AS PER NIT	DIGITAL MW2500	ENCLOSED
03	RAIL SENSOR	DIGITAL	ENCLOSED
04	COMPUTER AS PER NIT	DEL/HP/ACER	ENCLOSED
05	UPS WITH BATTERY AS PER NIT	NUMERIC	ENCLOSED
06	PRINTR AS PER NIT	TVS/WIPRO/EPSON/L&T	ENCLOSED
07	CVT AS PER NIT	BHURJI/VERTEX	ENCLOSED
08	AC WITH STABILIZER AS PER NIT	CARRIER/VOLTAS/BLUE STAR	ENCLOSED
09	FURNITURE AS PER NIT	GODREJ	ENCLOSED

Enclosed catalogues are sample copies, all items will be supplied as per NIT specification or higher available at the time of supply.

Date 11-12-2019

W. Kumar
W. Kumar

[Handwritten signature]

Signature of Tenderer
Seal of the Firm
Digital Weighing Systems (P) Ltd.
BILASPUR

Annexure "BB" of technical specification

Annexure BB

WeighBridge Data format (ascii file format)

Field_name	Field_length	Field_position
Release_order_no	number(7),	1-7
load_date	char(10) (dd-mm-yyyy),	8-17
despatch_date	char(10) (dd-mm-yyyy),	18-27
Gate_pass_number	varchar2(15),	28-42
truck_number	varchar2(12),	43-54
gross_weight	number(4,3),	55-62
tare_weight	number(4,3),	63-70
net_weight	number(4,3),	71-78
unit_code	number(4),	79-82
grade_code	varchar2(8),	83-90
cum_desp_qty	number(5,3),	91-99
unlifted_qty	number(5,3),	100-108
excise_amt	number(5,2),	109-116
ed_cess	number(4,2),	117-123
hed_cess	number(4,2),	124-130
weigh_bridge_cd	varchar2(3)	131-133
Total Field Length		133

Note:

- Field Length number(4,3) here indicates 9999.999 format having length=8 Characters

evfamar
evfamar

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Annexure "X"

TERMS & CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT FOR 140 T IN- MOTION RAIL WEIGHBRIDGE

1. Job Description: Comprehensive annual maintenance contract of RDSO complaint 140 MT Electronic In- motion Rail Weighbridge is to be awarded for two years after expiry of warranty period of one year

2. The following terms & conditions are also applicable for AMC

1. This is a comprehensive maintenance contract of In-motion rail weighbridge which includes the maintenance & repair & replacement of the spares/sub assemblies etc. so as to bring the weighbridge into commercial operation. The maintenance includes all the utilities like UPS, CVT, spike suppressor, lightening arrester, earth pits, ACs, PC, printer, CPU, batteries including checking of water level, cassettes, diskettes. The Printing Stationary will be supplied by WCL. However, all civil works are excluded form this contract.

2. The contractor shall deploy specially trained technical staff and post them at convenient location. The contractors have to ensure that the staff posted for the purpose will attend to the WBs once in every month for preventive maintenance. This will be in addition to the visits for attending Break down.

3. That the contractor shall arrange proper maintenance/cleaning and up-keep of the WB room, weighing platform and also ensure cleaning/maintenance of the drainage system of the WB pits wherever required.

4. That all travel and other expenses for the manpower deployed shall be included in the rates. (no traveling allowance, DA etc. will be paid by the Company).

5. AMC Payment, Penalty, Bonus

5.1 That the Annual Maintenance Charges shall be paid on quarterly basis after the service is rendered. The Company has right to reduce/increase the maintenance period or quantity of AMC. The payment authority for AMC is Area General manager of the concerned area.

5.2 Penalty if any, on account of poor performance during any quarter shall be adjusted from the payment due to the party for the services rendered for that period for that WB.

5.3 Bonus, if any, for any quarter shall be paid along with the AMC payment due to the contractor for the period for that WB.

5.4 That the contractor shall ensure 95% and above availability of the WB. The availability of the particular WB, payment shall be made as per agreed Annual Maintenance Charge. Availability of the WB shall be calculated on monthly basis for each WB.

5.4.1 More than 95% and upto 98%-The agreed Annual Maintenance Charges will be increased by 10%.

5.4.2 More than 98% % upto 100%-The agreed Annual Maintenance Charges will be increased by 20%.

5.5. The contractor shall be penalized at the following rate for any decrease in availability of the WB below 95% level.

5.6 For each 1% decrease in availability from 95% level there will be penalty of 5% of monthly Annual Maintenance charges. Penalty will be calculated on monthly basis for each WB.

5.7 If monthly maintenance charges becomes Nil due to imposition of penalty and further availability of the WB falls down then the amount calculated on a/c of penalty shall be recovered from the contractor or from the next quarterly AMC charges or from the Security Deposit / Bank Guarantee.

5.8. Availability of the WB shall be calculated every month as follows:

$$\% \text{ age availability} = \frac{A - (B/d \text{ hrs.} - \text{Hrs. Lost due to giving B/d information})}{A} \times 100$$

Where A= Nos. of days in particular month x 24 Hrs.

5.9 That the contractor shall ensure that any electrical or mechanical breakdown of the WB is attended to within 12 hrs but not exceeding 24 hrs on receipt of information at its notified offices/at places, residence of Service engineer. For achieving this, inventory of spares etc. shall be maintained by the contractor at his own cost and shall submit the list of spares.

5.10 All breakdown messages shall be communicated over the Phone or Fax or through a messenger, the same shall be confirmed by Post for records.

5.11 The copy of the breakdown message shall be kept in the office of the Nodal Officer, the same shall be

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Supply Order no 110001120033 Dt 05.05.2020; M/s Digital Weighing Systems (P) Ltd

entered in the breakdown register at the Weigh cabin. The Nodal Officer will maintain in a bound page register all the details of the breakdown, time of conveying the message, time of restarting the WB and % age availability of the WB for every month.

5.12 The breakdown period and performance status of every month shall be communicated to the Contractor with a copy to the WCL HQ, before the 15th of the next month and the contractor will communicate the Area his acceptance of the performance in next 15 days.

5.13 No breakdown of the WB will be considered for following reason.

- i. Power failure in WB beyond UPS capacity.
- ii. Over Speed of Rakes by Railways

6. Party shall have to mention the address and Telephone and Fax. No. of notified office and the residence address and phone / pager No. of the local Service Engineer at locations.

7. That the contractor shall ensure that the WB is stamped by the Weights and Measures Department and /or the FIO once in a year or as and when required. However the fees, if any, required for the purpose, which is legally payable to the Weight & Measures Department shall be borne by the Company.

8. ~~The Company shall provide tests weights/Railways test wagon, if required, under the statute and usage of the same by the contractor for calibration, testing or verification by the Weights & Measures Department/Railways, will be free of cost.~~

9. That the old parts, which may have been replaced by the contractor with a new one or reconditioned ones, shall be the property of the Contractor.

10. That the contractor shall undertake to train the persons deployed by the Company at the WBs for day-to-day operations.

11. That the Company shall ensure that the power supply line to the Weighbridge instruments / instrumentation should not be used for any sort of electric arc welding at or near WB or for any heavily fluctuating loads. In case, it is used, the power supply to the instruments should first be cut off.

12. That the contractor shall hand over the WB in perfect working conditions at the end of contract period.

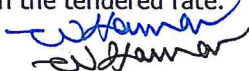
13. The Contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him / them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor / contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the law prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

14. All accounts shall be maintained in English and the company shall have right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

15. Insurance:- The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God e.g. flood, riots, war, earthquake etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge if any.

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b. The contractor shall ensure that the insurance policy / policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have included in the tendered rate.






Supply Order no 110001120033 Dt 05.05.2020; M/s Digital Weighing Systems (P) Ltd

c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium / premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

16. All costs incurred in connection with any such claims should be made good by the contractor and the Company reserves the right to pay in the first instance such amount of compensation as it is payable under the said act and to receive the amount so paid from the contractor. The contractor agrees to make payable of such amounts paid by the Company immediately on demand failing which Bank Guarantee can be en-cashed.

17. Any repair / replacement necessitated due to lightening shall be covered under the scope of AMC.


Chief Manager (MM) P-III


Chief Manager (MM) P-I

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 or 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 pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority of 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 female gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

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

(b) Address to which communications are to be sent





For all purposes of the contract, including arbitration 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 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 along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

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

shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

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

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e) Method of Testing

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

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

f) Stores Expended in Test

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

g) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

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

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

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

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

h) Consequence of Rejection

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

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

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

i) Inspector's Decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

j) Where under a contract, the price payable is fixed on FOR station of 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.

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

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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 words like 'Fragile', 'Handle with care'. Weight of each package 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.

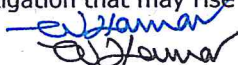
21. Force Majeure Condition : If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' 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.

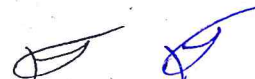
22. Inspection : The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, 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, 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.

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

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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".

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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 i 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)

