

वेस्टर्न कोअल्फील्ड्स लिमिटेड

Western Coalfields Limited

(निजीरत कंपनी) (A Miniratna Company)

(कोल इंडिया लि. की प्रत्यक्ष कंपनी)

(A Subsidiary of Coal India Limited)

शाखाई प्रबन्धन विभाग

Department of Material Management

-U10100MH1975G01018626 FAX: 0712-2510284 www.westerncoal.nic.in

यथा निवेदित, निवेदन बांधकाम, नागपुर (महाराष्ट्र) -440001/Coal Estate,Civil Lines,Nagpur(MS)-440001

11000330119075

**SUPPLY ORDER**

a Hitachi Construction Machinery Company Pvt Ltd Vendor Code: 516993

502, 6<sup>th</sup> Floor, Sri Ram Shyam Towers

Marg, Kingsway, Nagpur-440001

; dharmendra.tembhare@tatahitachi.co.in Ph no: 92256090347

27AAACT9077B1ZA

Subject: Formal Order for supply of Spares for Tata Hitachi - EX-1200 Hyd Excavator

(OEM Category Items)

1. Our tender enquiry no. WCL-hq-pur-rb-e012-2019-20, opened on 31-05-2019

(tender id 2019\_WCL\_137257\_2)

2. Your offer vide Bid id no: 409254 dt. 28-05-2019 and subsequent letter no:

THCM/WCL/PJ/19-20/06/01 dt. 26-06-2019

It has reference to above. We are pleased to place FORMAL ORDER on you for the supply of spares for Tata Hitachi - EX-1200 Hyd Excavator (OEM Category Items) as per the technical specifications and terms and conditions stipulated below and general conditions enclosed

Description and Part no	Item Code	Quantity	RATE	(Nos)	Per Unit	Total Value
TRE JOINT: Part no: 9183296	15593993536	1	365149.70	1	365149.70	365149.70
WCL TENSIONER; Part no: 9156746	15593993721	1	767785.00	1	767785.00	767785.00
Total						1132934.70
GST: Extra @ 18%						203928.25
Total Order Value						1336862.95

Order Value: Rupees thirteen lakhs thirty six thousand eight hundred and sixty two

**TERMS & CONDITIONS:**

1. The prices are FIRM on F.O.R. destination basis inclusive of Packing & forwarding charges, Freight & Insurance Charges upto destination stores. Execution of the order i.e Supply and Billing will be done by /s. S S Excavation Solutions LLP, Nagpur, the authorized dealer of M/s. Tata Hitachi Construction Machinery Company Pvt Ltd. Supply. Payment will also be made M/s. S S Excavation Solutions LLP, as per the offer of M/s. Tata Hitachi.

Tails of Supply Vendor :

S Excavation Solutions LLP

Anzil, First Floor, 6 Mount Road Extension

Nagpur - 440001

d : info.sesillp@gmail.com Ph no: 0712-2545037

27ADFFS0862C1Z9

Vendor Code: 616959  
Vendor Category: Dealer

**Goods and Service Tax (GST) :** GST shall be paid extra on the Basic price , as applicable on the date of supply. The present rate of GST is @ 18%

Your authorized dealer shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / ICGST (as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules. Your authorized dealer shall 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 supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you / your authorized dealer.

**4. Delivery:** Delivery of the ordered materials shall be completed within 04 (four) months which shall be reckoned from the 7<sup>th</sup> day of placement of supply order.

**5. Final Inspection:** Final inspection of the consignment shall be carried out at destination stores, which will be arranged by the consignee on receipt of complete consignment as per order description.

**Signee :** Depot Officer, WCL Central Stores, Tadall, Urjagram, PO: Tadall, Dist: Chandrapur

2406 - Phone / Fax no: 07172-237295 / 237076

**GSTIN : 27AACW1578L1ZW**

**Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of material at site by the consignee or from the date of submission of bill whichever is later.

**Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

**EFT Details of M/s. S Excavation Solutions LLP**

Name of the Bank	HDFC Bank Limited
Location	Dharampeth Extension, Shankar Nagar, Nagpur
Number, Nature of Account	5020003101460 ; cash / credit
IFSC of the Branch	HDFC0000102

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

**Security Deposit:** You have to furnish 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. Rs. 1,33,686.00 (Rupees one lakh thirty three thousand six hundred and eighty six only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The format of Bank Guarantee to be issued under "Structured Financial Messaging System"(SfMS) is attached as Annexure-B.

Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

**Warranty -** You shall give a guarantee / warranty for satisfactory performance of the applied material for 12 months from the date of installation and commissioning / fitment or 18 months from the date of receipt and acceptance of the materials at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Eastern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

**Fitment Guarantee certificate:** You shall have to submit a fitment guarantee certificate that the supplied products are exact replacement of /fully interchangeable to the Original parts and fit and function on the equipment for which these are intended for without any modification. This fitment guarantee certificate is to be submitted alongwith the bills

**Technical Support Service :** You shall provide technical support service for the supplied spares. Your representative shall be available at the time of commissioning of the supplied spares and your representative must visit as and when required basis to provide technical support the areas of WCL for smooth running of the Excavators

**Quidated Damages & Risk Purchase clause:** - In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

To recover from the successful bidder as agreed liquidated damages, a sum not less than 5%(half percent) of the price of any stores which the 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 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 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, a 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 appropriate, 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 be entitled to any gain on any such purchase.

**MISSION OF BILLS:** The following documents are to be submitted along with original

- s as per terms of the supply order to the consignee.
- Pre-receipted and stamped Tax Invoice as per GST rules
- ( e-way bill ( as per GST rules ) , if applicable.**
- (i) Consignment note / RR/ LR in original. (if applicable)**
- (/ Manufacturers Warranty / Guarantee certificate**
- ( ) Fitment Guarantee Certificate**
- ( ) Any other document as specified elsewhere in the order, if applicable.**

**8. 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 intended.

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 cessation of such force majeure conditions. In the event of delay lasting out of force majeure, CL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

or 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 obliged to pay extra cost provided it is mutually established that the force majeure conditions did actually exist. Any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, will categorically specify them in his bid, and state whether they have been taken in to consideration in their location.

**Best Price Certificate:** You shall certify in your invoice in the following format  
It is certified that the prices charged indicated in this invoice does not exceed the lowest price we sell or offer to sell or offer to sell the stores of identical description to any other item during the period of contract"

**a fall certificate:** You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any ministry / department of Govt of India or a PSU at a lower price, then that very price, with allowance for the elapsed time, will be applicable to the present case and the difference in cost would be refunded by you to WCL. A certificate to this effect shall be submitted by you together with supplies.  
**General Terms and Conditions:** This order shall also be governed by the General Terms and conditions of supply of stores attached as Annexure-A, unless and otherwise specified above.

its order is being placed on the basis of terms and conditions already accepted by you as per terms. You may acknowledge the receipt of this order within 15 days from the date of receipt.

V RAGHU BABU  
15/7/19  
Manager (MM)

Yours faithfully  
(C R Samantray)  
15/7/19  
General Manager(MM)

SS:-  
A : General Terms and conditions  
B : Format for Bank Guarantee

1/Excvt) HOD/ GM(Fin)-1 WCL(HQ), Nagpur  
) (MM) / SO(Excvt), WCL All Areas  
Spot Officer, WCL, Central Stores, Tadail  
. Manager(Fin)CP, WCL Hqrs  
. S S Excavation Solutions LLP,  
nir Manzil, First Floor, 6 Mount Road Extension  
idar, Nagpur - 440001

**etails:** Against MB- 2019-20 for Spares for Tata Hitachi EX-1200 Hyd Excavators

**ence:** BC/WCL/REV/GM(Excvt)/2019-20/EXCAVATOR-1000/1200/09/02/26 DT. 10-07-2019

3,36,862.95  
15/7/19  
ger (MM)

General Manager(MM)  
15/7/19

ANNEXURE – "A"

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

Interpretation of the Contract and the general and special conditions governing it unless the context requires:

"act" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and special conditions specified in the acceptance of tender and includes a repeat order which has

been accepted and acted upon by the supplier.

"SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall

include the supplier in successors (approved by the Purchaser) representatives, heirs, execu-

tives and permitted assignee as the case may be.

"FACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and /

accepted by or on behalf of the purchaser.

Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields

lagpur

"DRAWING" shall mean the drawings, the plans specified in or annexed to the schedule of speci-

fications

"PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the

contract or their successors or assignees.

"INSPECTOR" shall mean any person nominated by or on behalf of the purchaser to inspect sup-

plies or works under the contract or his duly authorized agent.

"PROGRESS OFFICER" shall mean any person nominated by or on behalf of the purchaser to visit

works to ascertain the position of deliveries of stores purchased.

"MATERIALS" shall mean anything used in the manufacture or fabrication of the stores.

"PARTICULARS" shall mean the following :

1. Pattern denoting a pattern sealed and signed by the inspector

sealed or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for

use of the Inspector.

Pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited

general standard of the Industry and obtainable in the open market.

Particulars denoting the product of an individual manufacturer

Other details governing the construction, manufacturer and or supply as existing in the contract

ES means the goods specified in the supply order or schedule which the contractor has agreed to

perform under contract.

TEST shall mean such test or tests as are prescribed by the specification or considered neces-

sary for the Inspector or any agency acting under direction of the Inspector.

Site shall mean the place or places named in the SUPPLY ORDER or such other place or places

where any work has to be carried out as may be approved by the purchaser.

Denoting the persons shall include any company or association or body of individuals whether in-

dividual or not.

Documents shall include any manuscript, typewritten or printed statement under or over signature or seal

which may be.

QUALITY means the unit and quantity specified in the schedule.

PURCHASE ORDER means an order for supply of stores and includes an order for per-

formance of stores shall be deemed to take place on delivery of the stores in accordance with the terms

of contract after approval of stores by the Inspector to:

(a) Assignee at his premises or

(b) So provided the interim consignee at his premises or

(c) Or other persons named in the contract an interim consignee for the purpose of transmission to

the consignee at the destination station in case of contracts stipulated for delivery stores at destination

station.

In the singular include the plural and vice-versa.

Denoting the masculine gender shall be taken to include the feminine gender and work persons, shall

include any company or association or body of individuals, whether incorporated or not.

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 the case may be.

**Terms:-**

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

Addresses to which communications are to be sent in the contract, including arbitration thereunder, the address of the supplier mentioned in the contract 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 to the head office of the office placing the supply order. The supplier shall be responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

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

Price quoted shall be either FOB place or Railway station or dispatch, FOR destination. Delivery free on board, FOB or CIF as specified in the invitation to the tender. All offers from countries other than the supplier's country shall quote on FOB and CIF basis.

Prices quoted must be net per unit shown in the enquiry and must include all packing and handling charges. Refunds on account of returnable packages (if any) are to be separately specified. The supplier should show separately the Foreign Exchange element and the Rupee element for stores to be imported.

It shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made of Sales Tax, it will be assumed to be included in the price quoted.

In case where price is inclusive of Excise duty, the rate of quantum of the same should be separately indicated. In case of free delivery to the consignee, octroi charges shall be included where leviable.

Prices must be stated separately for each item on unit basis. Quotations are made for units other than those specified in the enquiry, the relationships should be specified in the enquiry.

Prices quoted must be firm and the offers made must remain open for at least four months from the date of submission of quotations unless otherwise specified.

Particulars etc. of the main unit and of the standard accessories to be supplied with the stores. The supplier must clearly specify their recommended spare parts that will be supplied along with the main unit and the period upto which they are likely to last.

Accepted terms and conditions of the tendering firms shall not be considered as forming part of their tenders. The terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.

Quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.

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

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

Samples required for inspection or test shall be supplied by the successful tenderer free of cost. Samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of tender.

**Plotting 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. Pro- vide that any such consent shall not relieve the supplier from any obligation, duty or responsibility in the contract.

**Ge in a Firm**

The supplier is a partnership firm, a new partner shall not be introduced in the firm except with the

consent in writing of the purchaser (which may be granted only as an exception) of a written under-  
 the new partner to perform the contract and accept as liabilities incurred by the firm under the con-  
 to the date of such undertaking.  
 death or retirement of any partner of the supplier firm before complete performance of the contract  
 user may at his option cancel the contract in such case the supplier shall have no claim whatsoever  
 nsation against the purchaser.  
 contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of  
 from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of  
 notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser  
 red post acknowledgement due.

### Consequence of Breach

a supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of  
 the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as  
 applicable shall apply.  
 decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or  
 t of this sub-clause or any question whether the supplier or any partner of the supplier firm has  
 a breach of any of the conditions in this sub-clause contained shall be final and binding on the sup-

### Raw materials secured with Government assistance

any raw material for the execution of the contract is procured with the assistance of CIL and or its  
 companies by purchase or under arrangement made or permit, licence, quota certificate or release  
 ed by or on behalf of or under authority or by any officer empowered in that behalf by law, or is is-  
 government stock and where advance payments are made to the supplier to enable him to pur-  
 raw materials for the execution of the contract, the supplier.  
 id such material as trustee of Coal India Limited and / or its subsidiary companies.  
 e such material economically and solely for the purpose of the contract.  
 t dispose of the same without the previous permission in writing of the purchaser; and  
 under account of such material and return to the purchaser at such place as the purchaser may  
 urplus or unusable material that may be left after the completion of the contract or its termina-  
 y reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof  
 chaser may fix having regard to the condition of such material.  
 the contract is terminated due to any default on the part of the supplier, the supplier shall pay all  
 charges incurred for returning any material upto such destination as may be determined by CIL and  
 subsidiary companies whose decision shall be final.

supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice  
 er liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all mon-  
 ages of profits accruing from or which in the usual course would have accrued to him by reasons of  
 h.  
 the stores manufactured or fabricated by the supplier out of the materials arranged or procured by  
 alf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without  
 to any other right or remedy of the Government, pay to the Government on demand the cost price  
 value of all such materials whichever is greater.

anders in case of imported items, shall clearly mention in the question that in the event of the  
 er being placed with them, they shall arrange for supply within a reasonable period of all necessary  
 ce tools and spares parts that may be required from time to time during the normal life of the ma-  
 a continuous basis and at a price not in excess of the landed cost at their premises plus a stated  
 a differential (such a differential should be indicated) and proper servicing of the main unit supplied  
 s and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC

nders shall give a warranty of satisfactory performance of the unit offered by them for a period of  
 5 from the date of commissioning or 18 months from the date of receipt and acceptance by CIL  
 s: subsidiary companies. The supplier shall be responsible for any defects that they develop under  
 ions provided for by the contract and under proper use, arising from faulty materials, design or  
 hip and shall remedy such defects at his own cost when called upon to do so. If it becomes neces-  
 e supplier to replace or renew any defective portion of the goods, such replacement or renewal  
 made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.  
 ders placed directly on overseas suppliers, the tenders should separately indicate whether their  
 ted include any commission for the manufacturer's agents in India and the amount of remuneration  
 nt included in the quoted price

include:  
 vice that will be rendered by them as manufacturer's agent

me and address of agents, if any, in India, and agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in

acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Admission in writing of acceptance of the tender will be given whenever considered necessary by the authority. In case an advance intimation has been given, the formal acceptance of tender or supply order will in due course, but immediate action towards execution of supply order shall be taken on receipt of intimation.

**Est Money/ Security Money:**

due of Earnest Money to be deposited by the tenderer should be 2% ( Two Percent ) of the value stated cost tendered for or Rs.10,00,000/- ( Rupees ten Lakhs only ) whichever is lower.

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

of Security Deposit, two weeks time (15 days) shall be given in the order to the successful tenderer; sh the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled. The case shall be processed to order elsewhere and the firm's performance is to be kept recorded dealings with them.

of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank of any scheduled bank shall be 10% (Ten Percent)** of the value of the awarded contract (VALUE) without having any ceiling.

successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. In such case the amount of PBG should not be less than 10% ( Ten percent ) of landed value of

**GS&D / NSIC registered (for the tendered items)** firms on producing documentary evidence; e.g. **ED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from deposit of EMD / security Deposit. However, NSIC registered firms shall be exempted from deposit of EMD / security Deposit. If any, indicated in the registration certificate. In case value of order above such monetary limit indicated in the registration certificate, the successful tenderer have to deposit in the form of Bank Draft / Bank Guarantee of any scheduled bank for 10% of the value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit. **Centillaries (for the tendered items)** are exempted from payment of Earnest Money/Security Deposit. **Measurement value less than Rs. 1,00,000/-** no earnest money / security deposit will be required.

**action and Rejection**

the stores shall be of the best quality and workmanship and comply with the contract or supply order. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereof.

**es for Test and Examination**

er 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 particular. 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

**Test**

er shall provide without any extra charge, all materials, tools, labour and assistance of every kind in which the purchaser, be entitled to remove for test and examination all or any of the stores manufactured thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in addition to the requirement to be made on the supplier's premises and the supplier shall bear and pay all the cost of the test, and examination, other than special or independent inspection may demand from him for any test, and examination, labour and assistance of every kind as failed to provide the facilities and the means, for test and examination shall be final.

**Y of Stores for Test**



Supplier shall also provide and deliver the test free of charge, at such place other than his premises as may specify such materials or stores as he may require.

**Costs of Laboratory Test**

Intention of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, moved to the laboratory or other place of test, being found on test to be not in conformity with the event of the failure of the supplier for any reason to deliver the stores passed on test with- related period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspec- r test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for

**Right of Testing**

Supplier shall have the right to put all the stores or materials forming part of the same or any part of the same as he may think fit and proper. The supplier shall not be entitled to object on any ground other than the method of testing adopted by the Inspector.

**Expended in Test**

Wherever provided for in the contract, all stores/materials expended in test will be to suppliers ac-

**Inspector - Final Authority and to Certify Performance**

Inspector shall have the power

to reject 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 manufacture. If any stores submitted as not being in accordance with the particulars. The whole of the installation tendered for inspection, if after inspection of such portion thereof as his discretion think fit, he satisfied that the same is unsatisfactory; and the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

**Consequence of Rejection**

Stores being rejected by the Inspector or consignee at the destination, the supplier fails to make sat- isfies within the stipulated period of delivery, the purchaser shall be at liberty to "(i) Allow the resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bear- st of freight, if any, on such replacement without being entitled to any extra payment on the ac-

use or authorize the purchase of quantity of the stores rejected or so others of a similar description res exactly complying with particulars opinion of the purchaser executive which shall be final, readily without notice to the supplier's liability as regards the supply of any further installment due under

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

**Inspector's Decision as to Rejection Final**

Inspector's decision as regards the rejection shall be final and binding on the supplier. Under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to

**Inspector's Result of Inspection**

Wherever provided in the specification or schedule, the examination of the stores will be made as soon as possible after the same have been submitted for inspection and the result of the examination shall be the supplier.

**Marking of Stores**

Supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved in a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked

**Value of Rejection**

Stores submitted for inspection at a place other than the premises of the supplier and rejected shall be by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of tion. If it is proved that letter containing such intimation is addressed and posted to him at the ad- ditioned in the schedule, it will be deemed to have been served on the supplier at the time when such id in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours

value of such intimation.



**Action:** The supplier shall allow reasonable facilities and free access to his works and records to the Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Director / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch office - DGS&D, New Delhi) or any other agency as may be specified in the supply order. Where necessary, may be carried out at the supplier's premises.

India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and to itself the right of accepting the whole or any part of the tender or portion of the quantity offered. Supplier shall supply the same at the rate quoted.

Supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall not- plier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to by litigation that may rise there from

ing vessels for Imported Items In case of machinery imported from abroad, it is preferable that should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on

**ht :**

shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the will be booked at full wagon rates whenever available and by the most economical route or by the economical tariff available at the time of dispatch as the case may be. Failure to do so will render the able for any avoidable expenditure causes to the purchaser.

ernative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the omical route available or name the authority whose advice in the matter should be taken and acted ny advice of any such authority is sought his decision or advice in the matter shall be final and bind- supplier.

**ng of Property. :**

the stores shall not pass to the purchaser unless and until the stores have been delivered to the or interim consignee as the case may be in terms of the contract.

**Governing the Contract.**

tract shall be governed by the Laws of India for the time being in force

active of the place of delivery, the place of performance of place of payment under the contract, the shall be deemed to have been made at the place from which the acceptance of tender or supply or- en issued.

**ction of Courts**

urts of the place from the acceptance of tender has been issued shall alone have jurisdiction to de- dispute arising out of or in respect of the contract.

**ng of Stores**

ng of the stores must comply with the requirement of the law relating to merchandise marks for eing in force in India.

**pt Practices**

plier shall not offer or give to any person in the employment of the purchaser or under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any inducement or reward for going or forbearing to do or for having done or forborne to do any act in the obtaining or execution of the contract or any other contract with the purchaser or for showing ng to show favour or disfavour to any person in relation to the contract or any other with the Pur- y breach of the aforesaid condition by the supplier or any one employed by him or acting on his be- her with or without the knowledge of the supplier) or the Commission of any offence by the supplier one employed by him or acting on the behalf under Chapter IX of the Indian Panel Code, 1860 or tion of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the preven- ruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel ct and all or any other contract with the supplier and to recover from the supplier the amount of ising from such cancellation in accordance with the provisions of Clause 20.

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

**Agency and Breach of Contract**

lia Limited and or its subsidiary companies may at any time by notice in writing, similarly determine ct without compensation to the supplier in any of the following events that is to say -

Other being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or

or 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 of firm be dissolved under the Partnership Act.

supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

supplier commits any breach of the contract not herein specifically provided for - Provided always determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue after to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain or share.

#### 15.10% Payment:

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 ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of parcels, the postal receipt should be attached in original to the bill and its number and date therein.

against the supply orders placed either by the Subsidiary Company of CIL shall be arranged by the supplier companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier requirement of more than on subsidiary co., payment shall be arranged by CIL normally through Credit.

for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance Government of India Guidelines issued from time to time. The name of the Indian Agent with their terms and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supplier's report.

From CIL may also be considered, if felt necessary, by the CIL management, even though order is against the requirement of one subsidiary company by CIL.

Payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter 15 of the Purchase Manual.

#### 15.11 Supplier's Report

Supplier shall from time to time render such reports concerning the progress of the contract and or the stores in such form as may be required.

Commission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has notice of or objected to any information contained in such report.

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

MLA  
MLA

FORMAT FOR PERFORMANCE BANK GUARANTEE

consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to  
 it. \_\_\_\_\_ and conditions of the said Contractor(s) ("The said Contractor(s)") from the demand, under the  
 an \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called "the said Agreement").  
 erty deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said  
 ment, \_\_\_\_\_ of \_\_\_\_\_ bank \_\_\_\_\_ guarantee \_\_\_\_\_ for  
 \_\_\_\_\_ (Rupees) \_\_\_\_\_ only).  
 \_\_\_\_\_ (indicate the name of bank (hereinafter referred to as "the Bank") at  
 \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the Company an  
 it not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or  
 be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or  
 ions contained in the said Agreement.

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

detake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the  
 ctor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability  
 his present being absolute and unequivocal :  
 yment so made by under this bond shall be a valid discharge of our liability for \_\_\_\_\_ payment there under and  
 ractor(s)/supplier(s) shall have no claim against us \_\_\_\_\_ for making such payment.  
 nk) \_\_\_\_\_ further agree that the \_\_\_\_\_ (indicate the name of  
 guarantee herein contained shall remain in full force and affect during the period that  
 ny under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the  
 ny certified that the said agreement have been fully and properly carried out by the said contractor(s) and  
 ngly discharges this guarantee. The guarantee shall remain in force till the \_\_\_\_\_ the day of \_\_\_\_\_ 20  
 nd unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date,  
 e discharged from all liabilities under this guarantee thereafter.

Bank) \_\_\_\_\_ Company that the company shall have fullest liberty without our consent and  
 t affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said  
 ent or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or  
 me to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce  
 the terms and conditions relating to the said agreement and we \_\_\_\_\_ shall not be relieved from our liability by  
 reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance,  
 commission on part of the company or any indulgence by the company to the said contractor(s) or by any such  
 or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so  
 ng us.

arantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).  
 nk) \_\_\_\_\_ lastly undertake not to revoke this \_\_\_\_\_ (indicate the name of  
 guarantee during its currency except with the previous consent of the company in writing.  
 naranee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)

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

For \_\_\_\_\_  
(indicate the name of the Bank)

Note the procedure for submission of Bank Guarantee in SFMS platform  
Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western  
s Ltd shall be in paper form as well as issued under "Structured financial messaging system".  
Is of beneficiary for issue of BG under SFMS platform is furnished below:

beneficiary and details	
Western Coalfields Ltd	Head Quarter
No. / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id:
556096497 ; ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur	ICIC0000059
anager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
ISING MESSAGE - 760COV / 767COV via SFMS	Particulars
ICIC10000059	ICIC10000059
WCL556096497	WCL556096497

nal bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following  
y Registered post /AD.

anager (MM) /c  
Management Wing  
Coalfields Ltd HQ  
te, Civil lines  
440001

tra  
tion / amendments to the BG shall be done following the same procedure as above.  
reference and updation of BG in WCL portal, it is necessary that BG issuing / amending  
the BG advise in the form of message format 760COV /767COV via SFMS ( Structured  
Messaging System ) as provided by RBI.  
nt of BG issuing / amending bank not sending the message 760COV /767COV or  
ing any error while capturing the details at least in the above mentioned field, BG confirmation  
online portal would not be updated if issuing bank does not adhere to advisory, WCL will not  
sible