

WCL S.O. No. 11100113719031 dt. 28.07.2018 placed on M/s Ashoka metal works & co

(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)



Office of the General Manager(MM)
Materials Management Department,
Coal Estate, Civil Lines
Nagpur 440 001

Ph. PBX : 0712 - 2511381,
2510691 Ext 5824
Fax : 0712 - 2510284
Website : westerncoal.nic.in

Supply order

Ref no: 11100113719031

date: 27.05.2019

To

Ashoka metal works & co.,
B-17, street no.9, Anand parbat Ind. Area,
New delhi-110005,
Email – ashokametalsales@gmail.com
Mob - +91-9013355533/ +91-8826680990

By regd post with a/d

vendor code:

vendor category: MSE

Sub: Supply installation & commissioning of 100 MT Static Road Weighbridges

Ref:-

1. This office risk purchase tender no. hq-pur-ra-kdp-e-081-2018-19 opened on 29.12.2018
Tender ID - 2018_WCL_122707_1
2. Your Offer dated 27.12.2018 vide Bid ID – 364054 and subsequent correspondences.

Dear Sir,

With reference to above, we are pleased to place supply order on you for supply of 100 MT capacity Electronic Road Weigh Bridges, at prices, terms & general terms and conditions indicated below:

SCOPE OF SUPPLY & PRICES:-

- ▲ Static Electronic Road Weighbridge, capacity – 100 MT
- ▲ Ordered quantity - 9 sets
- ▲ MAKE: Ashoka Metals Works and Co; Model – AMWF Series, Brand – Everlast.
- ▲ Detailed scope & specifications in Annexure-Ib & Individual price breakup with applicable GST in Annexure Ia.

SI No.	Description	Price per set (Rs)
1	Item 1 - Total basic value per set for supply installation and commissioning of 100MT static road weighbridge including all civil & structural work, erection & commissioning charges & 2 years CAMC after completion of guarantee / warranty period as detailed in Annexure Ia (price breakup) & Ib (Technical specifications) Item code – <u>17521990222</u> [HSN code – 84231000]	15,77,950.00
	Freight per set	60,000.00
	Total GST per set @ 18% per set (Note - GST @ 18% shall apply on all individual sub items also)	2,94,831.00
	Total value per set inclusive of GST	19,32,781.00
	Input tax credit on GST	2,94,831.00
	Total value per set after input tax credit on GST	16,37,950.00

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Total extended order value inclusive of all taxes:

= (9 sets for x value per set of item 1)

= 9 x Rs. 19,32,781.00

= Rs.1,73,95,029.00

Total order value in words – One crore seventy three lakhs ninety five thousand and twenty nine only.

Terms & Conditions:

Clause No.1:- PRICE :- Prices are firm and on_F.O.R. Destination basis and are inclusive of packing & forwarding & Insurance charges. Frieght shall be payable at actuals to a maximum extent of Rs. 60000/- per set against documentary evidence. Safe arrival of consignment till consignee stores shall be your responsibility.

Clause No.2: CAMC Charges for two years after completion of guarantee / warranty period shall be payable as per rates indicated in Annexure Ia. Respective areas shall ensure that the intimation for commencement of CAMC period shall be informed to the firm one month prior to expiry of the guarantee / warranty period. Detailed terms & conditions of Annual maintenance are enclosed in Annexure II

Detailed price breakup, technical specification & terms and conditions for CAMC as per Annexure – ‘ Ia, Ib & II ’

Clause No. 3 : GST : Shall be extra as applicable on the date of supply. The current applicable rate of GST is 18% for all items indicated in Annexure Ia i.e. entire set including all civil and structural works, erecting and commissioning & CAMC charges for 2 years. HSN code applicable is 84231000. Bidder GST compliant invoice shall clearly indicate the 8 digit HSN code.

The successful bidders shall 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. The supplier 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 supplier. You shall make all out efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with WCL.

GST details of M/s Ashoka metal works & co - 07AAJPG8147R1ZZ

GST Details of WCL; 27AAACW1578L1ZW

Clause No. 4: Delivery :

Weighbridges shall be 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 readiness of the weigh-house.

Clause No.5 :PROJECT ALLOCATION & CONSIGNEE:

Description	CONSIGNEE DETAILS	Project	QUANTITY
100 MT capacity Static Road	The Depot Officer,Regional Stores, Wani Area Western Coalfields Limited, Maharastra	Penganga	01 set
	The Depot Officer,Regional Stores, Wani Area	Neeljay OCM	01 set

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Weighbridge	Western Coalfields Limited, Maharashtra		
	The Depot Officer,Regional Stores, Wani Area Western Coalfields Limited, Maharashtra	Kolgaon OCM	01 set
	The Depot Officer,Regional Stores, Nagpur Area Western Coalfields Limited, Maharashtra	Singhori	01 set
	The Depot Officer,Regional Stores, Pench Area Western Coalfields Limited, M.P	EDC siding	01 set
	The Depot Officer,Regional Stores, Umrer Area Western Coalfields Limited, Maharashtra	Dinesh	02 set
	The Depot Officer,Regional Stores, Umrer Area Western Coalfields Limited, Maharashtra	Gokul	02 set

Clause No. 6 : PAYING AUTHORITY:-

- For capital portion - subitem 1 to 18 of Annexure Ia
General Manager (Fin), WCL, HQ,
Coal Estate, Civil Lines,
Nagpur – 440 001
- For revenue portion / CAMC - subitem 19 to 20 of Annexure Ia
AFM of respective areas as per consignee & allocation at clause 5 of this order.

Clause No.7: TERMS OF PAYMENT:-

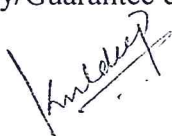

- Payment for 80% of the Invoice value (landed value of the equipment including taxes and duties and excluding installation and commissioning charges) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Security deposit & Performance Bank Guarantee.
- Payment for balance 20% of the Invoice value (landed value of the equipment including taxes and duties) and 100% installation & commissioning charges shall be made within 21 days after successful commissioning of the equipment at the allocated locations after submission of satisfactory installation commissioning and training certificate issued by the end users.



Bank Details of the firm:

Name of the Bank and Branch	HDFC BANK
Address of the Branch of the Bank	EAST PUNJABI BAGH, NEW DELHI-26
Account Number	50200024823428
Nature of Account	CURRENT
IFS Code of the Branch	HDFC0003992

Clause No.8: SUBMISSION OF BILLS:-

- a) Pre-receipted and stamped GST compliant invoice for 80% value of each material with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:
1. Packing list in original giving details of Bill of materials.
 2. Consignment note in original/RR/PWB in original.
 3. Manufacturer's test certificate as per technical specifications.
 4. Warranty/Guarantee certificate.



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5. Delivery challan in original.
 6. Buyer's copy of invoice in Original signed by authorised signatory
 7. SD / Performance Bank Guarantee copy
 9. Any other documents required as per technical specifications & enclosed annexure.
- b) GST compliant Bill for balance 20% shall be submitted to the consignee after successful commissioning of the weigh bridge. Consignee shall forward the same to paying authority along with commissioning certificate.

Note:- Copy of each of the above bill(s) along with copies of each documents must be submitted to the GM(MM) I/c WCL, HQ. Nagpur-440,001.

Clause No.9: INSPECTION:-

Final Inspection shall be carried out by the consignee at destination / stores.

Clause no. 10: GUARANTEE/WARRANTY:- You shall give composite guarantee / warrantee of satisfactory performance of the complete equipment (along with accessories) for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier. A certificate to this effect shall be submitted by you.

Clause No. 11 Performance Bank Guarantee :

You shall have to furnish PBG in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank in the format enclosed at Annexure IV for a total amount of Rs.17,39,503.00 for 9 sets (i.e. Rs.1,93,278.00 per set rounded off) valid for 42 months to cover the Guarantee / Warranty period and CAMC period (i.e. 10 % of the total order value of the complete equipment (along with accessories), civil & structural works, erection and commissioning charges, & CAMC charges arrived at by adding all the taxes and duties applicable, to the FOR Destination price). No payment will be made without submission of the performance bank guarantee. Individual PBG for each set is also acceptable.

Clause No. 12 : Security Deposit:- You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank in the format enclosed at Annexure IV for Rs.17,39,503.00 for 9 sets (i.e. Rs.1,93,278.00 per set rounded off) (i.e. for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling) within 15 days time from the date of supply order. The BG shall be valid for a minimum period of 6(Six) months from the date of issue in order to cover the delivery period.

- The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).
- The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields ltd shall be in paper form as 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 of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines,

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	Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

- The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.
General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines
Nagpur – 440001
Maharashtra
- Any extension / amendments to the BG shall be done following the same procedure as above.
- In case the successful tenderer 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.
- Security deposit money will be refunded to the firm 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.
- Security deposit may be converted to PBG

Clause No. 13: LIQUIDATED DAMAGES:-

In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (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 execution may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of GM(MM)-HOD.
- 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 cancelling 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 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 encash any available Bank Guarantee / security deposit for recovery of the penalty.
- 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 whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company.

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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 amount.

g)The supplier shall not be entitled to any gain under this clause.

Clause No. 14 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then Western Coalfields Limited 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.

The successful bidder 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.

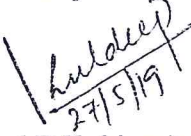
For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force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

Clause No.15: PACKING:- Packing as per clause No. 18 of Annexure – III i.e. general terms and conditions.


Clause No.16: LOCATION OF DESPATCH: KHASRA NO. 86/3,2&4, STREET NO.7, MUNDKA IND. AREA, NEW DELHI-41

This order shall be governed by enclosed General terms and conditions of supply unless and otherwise specified in the above paragraphs.

Please acknowledge receipt of the order within 15 days from the date of receipt of this order and return the duplicate copy of the order duly signed and stamped with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.


(P.Kuldeep)
Deputy Manager(MM)

Yours Faithfully,


(K.S.R.Divakar)
Chief Manager(MM)

Encl:-

1. Individual price breakup with applicable rates of GST – Annexure Ia (2 pages)
2. Detailed Scope & Specifications. Annexure - 'Ib' including Annexure AA, BB, CC.
3. Terms & conditions for AMC – Annexure II,

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4. General Terms and Conditions of the supply order Annexure - III
5. Format for SD/PBG – Annexure IV

Indent Ref :

sl no:	Item	qty	Indent ref	project	Area	Remarks
1	100 T static road weighbridge	1	WCL/UA/E&M/15/nil dated 23.02.2016	Dinesh	Umrer	1 additional requirement over and above PR of Dinesh with reappropriation from OPM head
2		1	WCL/UA/E&M/15/nil dated 06.01.2016	Dinesh	Umrer	2nd additional requirement over and above PR of Dinesh with reappropriation from OPM head
3		1	WCL/UA/E&M/15/nil dated 06.01.2016	Gokul	Umrer	1 additional requirement over and above PR of gokul with reappropriation from 11kv OH line
4		1	wcl/ua/e&m/16 dated 05.12.2016	Gokul	Umrer	additional weighbridge for Gokul
5		1	3500838 dated 12.12.2015	Penganga	Wani	1 additional requirement over and above PR of Penganga with reappropriation from land head
6		1	nil dated 17.05.2016	Singhori	Nagpur	
7		1	3600144 dated 25.11.2016	EDC siding	Pench	
8		1	wcl/ua/e&m/16 dated 05.12.2016	Indent of Dinesh to be re-allocated to Kolgaon	Umrer	This Requirement of Dinesh already allocated through diversion from Kolgaon Wani. This procurement will therefore be allocated back to Kolgaon
9		1	wcl/ua/e&m/16 dated 05.12.2016	Indent of Umrer OC to be re-allocated to Neeljai OCM	Umrer	This Requirement of of Umrer OC already allocated through diversion from Neeljal OCM Wani. This procurement will be allocated back to Neeljai OCM

Note - Supply order no: No. 11100113717117 dated: 31.10.2017 was placed on M/s Vishwakarma Scales Private ltd for Supply installation & commissioning of 100 MT Static Road Weighbridges for 9 sets. The subject order is against risk purchase for the unsupplied / unexecuted quantity of 9sets which has been approved by competent authority as per provisions and laid down procedures in purchase manual.

BC details:

Capital BC No. FA/WCL/CAP/BC/CHP-P&M/12/02/127 dt.09.05.2017 for Rs. 1,61,20,629.00 only.

Revenue BC for CAMC No..

- 2020-21 – BC/WCL/Rev/GM(QC)/2020-21/other repair (WB Software)/5/01/23 dated 24.05.2019 for Rs.6,37,200/-
- 2021-22 – BC/WCL/Rev/GM(QC)/2021-22/other repair (WB Software)/5/01/23 dated 24.05.2019 for Rs.6,37,200/-

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Note – Respective areas shall ensure that the intimation for commencement of CAMC period shall be informed to the firm one month prior to expiry of the guarantee / warranty period.

CC:

GM/SO(E&M)/Area nodal officer for Weigh Bridges /SO(MM)/ Depot Officer – Wani/Nagpur/Pench/Umrer
GM(QC),GM(P&P),WCL,HQ,.Nagpur.

GM(Fin)I/c — Concurrence ref . No. P-76725 dated 12.04.2019 of GM(Fin)I/c-I and approved by D(T) P&P
dated 24.04.2019

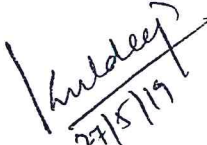
CM(E&M) Plg, CM(MM)Stores,WCL,HQ,.Nagpur


Manager(Fin.)CP,WCL,HQ,Nagpur.

CGM(MM)/ GM(MM), SECL/MCL/NCL/CCL/BCCL/ECL/CIL

a. Shri A.K.Bajaj
A-167, Defence Colony
New Delhi – 110024

b. A.K.Mohapatra, IFS Retd
Qrs. No. B-5/9, Unit-9
Bhoi Nagar
Bhubaneshwar - 751022


27/5/19
Kuldeep
(P.Kuldeep)
Deputy Manager(MM)


29/5/19
(K.S.R.Divakar)
Chief Manager(MM)

Annexure Ia**Item 1 – set**

Sl No.	Description	UOM	Qty	Basic Price of item (Rs)	Extended basic price per set (Rs)
subitem 1	Weigh Platform / structural For 100 Capacity 16 Mtr X 3 Mtr	Set	1	7,56,450.00	7,56,450.00
subitem2	Load cells For 100 MT Capacity	no:s	6	25,000.00	1,50,000.00
subitem3	Digitizer- 1 No	no:s	1	33,000.00	33,000.00
subitem4	Computer, Monitor & Keyboard - - As per specification in Annexure Ib	Set	1	43,000.00	43,000.00
subitem5	Printer - As per specification in Annexure Ib	no:s	2	15,000.00	30,000.00
subitem6	Junction Boxes- As per requirement of the system	LS	1	15,000.00	15,000.00
subitem7	System Software	As per req of the consignee	1	33,000.00	33,000.00
subitem8	Cables with G.I	LS	1	14,500.00	14,500.00
subitem9	Un-interrupted power supply unit with maintenance free batteries	no:s	1	32,000.00	32,000.00
subitem 10	C.V.T	no:s	1	22,000.00	22,000.00
subitem 11	Transient voltage surge suppressor	no:s	1	15,000.00	15,000.00
subitem 12	Jumbo Display Panel	no:s	1	15,000.00	15,000.00
subitem 13	Air conditioner with 20 litres water tank	no:s	1	32,000.00	32,000.00
subitem 14	Stabilizer for AC	no:s	1	15,000.00	15,000.00
subitem 15	Furniture Items as per NIT	set	1	20,000.00	20,000.00
subitem 16	Lighting Mast	no:	1	13,000.00	13,000.00
subitem 17	All Civil and Structural work	LS	1	1,84,000.00	1,84,000.00
subitem 18	Erection and commissioning of weighbridge	LS	1	35,000.00	35,000.00
A - Total capital portion (sub item 1 to 18)					14,57,950.00
subitem 19	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 1st year after completion of Guarantee / Warranty Period	LS	1	55000.00	55000.00
subitem20	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 2nd year after completion of Guarantee / Warranty Period	LS	1	65000.00	65000.00
B - Total revenue portion (sub item 19 to 20)					1,20,000.00
Total A+B					15,77,950.00

- All above items shall attract GST @ 18% as per current GST norms.
- Detailed Scope & Specifications. Annexure - 'Ib' including Annexure AA,BB, CC

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ANNEXURE -Ib
SPECIAL TERMS AND CONDITIONS OF NIT

(Bidders should read carefully before submitting the online tenders)

1. SCHEDULE OF REQUIREMENT :

Sl no	Item Description	Tender Qty
1.	Static Road Weighbridges 100 MT capacity	9 Sets

Brief Technical Specifications as under;

SPECIFICATION FOR PROCUREMENT OF NEW ELECTRONIC ROAD WEIGH BRIDGE

1. GENERAL:

- 1.1 Type: Weighbridge should be electronic pitless type (indicate Model no.)
- 1.2 Capacity - 100 Tonnes
- 1.3 Platform size - 16 mtr X 3 mtr
- 1.4 Ambient Temp - System should be capable of working upto 50 Deg.C.
- 1.5 Increment - Maximum upto 10 Kg.
- 1.6 Accuracy - +/- 0.05%
- 1.7 Humidity - 0 to 98 %

2. SCOPE OF SUPPLY:

- 2.1 Weigh Platform / structural of 16 mtr X 3 mtr - 1 set
- 2.2 Load cells for 100 T capacity - 6 Nos
- 2.3 Digitizer - 1 no.
- 2.4 Desktop computer as per specification - 1 set
- 2.5 Printer as per specification - 2 Nos
- 2.6 Junction Boxes - As per requirement of the system.
- 2.7 System Software - As per requirement of consignee.
- 2.8 Cables with G.I. - As per actual requirement of the system.
- 2.9 UN-interrupted power supply unit with maintenance free batteries - One set
- 2.10 C.V.T - One set
- 2.11 Transient voltage surge suppressor - One set
- 2.12 Jumbo Display Panel - One set
- 2.13 Air conditioner with 20 litres water tank - One set
- 2.14 Stabilizer for AC - One No.
- 2.15 Erection and commissioning of weighbridge On turn-key basis
- 2.16 All civil and structural work
- 2.17 Lighting Mast
- 2.18 Comprehensive Annual maintenance contract for two years after warranty period.
- a. Furniture (Branded) Steel Table – 2 no:s
- Operator chair revolving type – 1 no:
- Steel chairs – 2 no:s

NOTE:-All items under scope of supply are mandatory irrespective of the requirement of individual system. In-built items are not acceptable otherwise specified.

3 STRUCTURAL:-

- 3.1 Outside structure and equipment are required to work in extremely dusty & humid atmosphere.
- 3.2 It should be sturdy and robust.

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- 3.3 Size of platform structure for 100 T capacity: 16 mtr X 3 mtr
3.4 Weight of platform structure for 100 T capacity: 12 Tonnes
3.5 Platform should be cold rolled steel structure and should be anti skid. Thickness of platform should not be less than 10mm.
3.6 Complete structural material should be coated with anti-corrosive paint.
3.7 Structure shall be designed as per prevailing BIS standard.
3.8 Load cells:-
(i) Double ended shear Beam/ Digital type.
(ii) Indigenous / Imported. It shall be hermetically sealed as per IP:68 (Test Certificate to be enclosed at the time of supply).
(iii) Load cell should have in built lightning protection.
(iv) The minimum capacity of each Load cell must be 34 Tons.

4.0 ELECTRONICS:-

- i. Processor based. Intelligent weight indicator.
- ii. It shall indicate weight recorded.
- iii. Auto Zero tracking.
- iv. Initial auto self test and self diagnostic facility for trouble shooting.
- v. Capacity to have data of 600 trucks (600 empty & 600 loaded totaling 1200 transactions)
- vi. It should give summary report for past 24 hours / 3 shifts.
- vii. Digitizer to have direct communication with PC and in case of B/down of PC, Digitizer should have provision of direct communication to printer for issue of print outs.
- viii. Workability in dusty environment of coal mines.
- ix. Print out should give date in, date out, time in, time out, Sr.No., Suppliers Logo. Vehicle No, Material code, Name of Party / Consumer, Challan No., Challan date, Gross Weight, tare Weight and Net weight.
- x. Transparent enclosure to protect against dust.
- xi. Desktop computer with Monitor and printer having following specifications:
intel core i5 processor having window 7 O.S or higher., Minimum speed 2.93 Ghz, 4 GB RAM, L3 cache 4 MB or higher, DDR3 1066/1333 Mhz and 1TBHDD with 10/100 MBPS ethernet card and 4 USB ports or higher with Multimedia Key Board ,mouse with pad, make.
HCL/WIPRO/ZENITH/COMPAQ/IBM/DELL/HP/LENOVO
- xii. Rugged Dot Matrix Printer of 132 columns 300 Cps and 24 PIN of following make:
i) EPSON, ii) WIPRO, iii) TVSE, iv) L&T,

4.3 Jumbo Display panel- Digit size 50 mm.

4.4. ELECTRONIC SYSTEMS:-

- 4.4.1 System shall be plug in type.
4.4.2 It shall be provided with diagnostic card for checking of information without having a test run of truck over the weighbridge.

4.5 AUTO CALIBRATION:

- 4.5.1 Automatic method of calibration and capacity to compensate changes due to minor structural changes shall be incorporated.

4.6 SYSTEM CALIBRATION:

- 4.6.1 Simple and less time-consuming calibration arrangement to be provided.

4.7 ACCURACY:

- 4.7.1 Accuracy shall be within the limits acceptable to weights & measure deptt.

5.0 CIVIL WORKS AND FURNITURE:

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WCL S.O. No. 11100113719031 dt. 28.07.2018 placed on M/s Ashoka metal works & co

- 5.1 a) Properly designed R.C.C ramps on both sides of the platform of gradient 1: 16 (minimum) with retaining wall on side to be provided.
b) All the civil foundation work desired for the erection of platform including columns of suitable dimensions. The details drawing of the civil foundation work to be submitted.
c) Furniture (Branded): 2 steel table with sunmica top of 4' to 4'6" x 2'6" to 3'
1 operator chair revolving type. 2 steel chairs.
- △ A cow catcher must be installed at the approach side of ramp for arresting the maximum amount of dust.
△ The height of lower bottom of platform (i.e. from the lower bottom of 10mm top plate) from ground level should be minimum one meter if otherwise not lowered by the area due to space constraint.

INFORMATION:-

The load bearing capacity of the soil where the WBs are to be installed is not less than 5 Tonnes per Sq. Metre for weigh rooms and foundations.

6.0 POWER SUPPLY AND PROTECTION:

6.1 UPS

- c) 1 KVA UPS with inbuilt spike suppressor.
ci) ON LINE type.
cii) Able to work on input voltage of 170V to 300 V AC.
ciii) Output voltage as per equipment's requirement - To be specified.
civ) Maintenance free battery for 8 hours back-up.
cv) Auto cut off when input voltage exceeds permissible limits.

6.2 CONSTANT VOLTAGE TRANSFORMER:

- a) (Same as UPS rating.) of 1KVA.
b) Able to work on input voltage of 170V - 300 V AC.
c) Output voltage as per equipment's requirements.

6.3 Transient voltage surge suppressor of 1 KVA capacity.

6.4 AIR CONDITIONER:

- a) 1.5 Tonne AC of the either make:-
i. Voltas.
ii. Blue Star
iii. Amtrex
iv. Fedders Llyod
v. Carriers
vi. Usha
vii. Videocon
viii. Onida
ix. Samsung
x. LG

b) 4 KVA voltage stabilizer.

c) Water tank for AC to be provided irrespective of whether required or not.

6.5 Proper earthing for cabin equipment's to be done with 2 dedicated interconnected earth pits.

6.6 Lightning arrester to be provided for protection of complete installation. Isolation of equipment from Mains from induced voltage due to lightning with earth pit.

7.0 INSTALLATION & COMMISSIONING:-

7.1 Erection & commissioning of weighbridge on turn-key basis. The supplier has to provide any other items required for turn-key commercial operation.

7.2 Stamping by weights & measure deptt. (Legal Metrological Deptt.) will be supplier's responsibility. The statutory fees will be borne by WCL. The Test weights will be provided by WCL.

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7.3 Handing over / taking over will be done, only after 14 days of satisfactory trial run.

8.0 MAINTENANCE:-

8.1 Terms and conditions for comprehensive maintenance contract is indicated for undertaking maintenance / repairs for a period of 2 years after warranty period in Annexure-II. The AMC will be executed after warranty and renewed annually. Value of the rates for the above 2 years will be loaded to the cost of equipment for tender evaluation. The AMC rate is to be quoted with applicable taxes if any.
in price bid along with cost of equipment.

7.2 Service Assurance Plan:

(Please refer comprehensive AMC conditions enclosed in Annex.-II).

- a) Location of Service centre.
- b) No. of Service Engineer posted.
- c) No. of Service Technicians posted.
- d) Telephone and other communication facilities like E-mail.
- e) Spares availability.
- f) Any other facility available.
- g) No. of AMC entered with different parties from the indicated service centre.
- h) Assured time to attend weighbridge after receipt of call notice, in hours.

9.0 WEIGHMENT SOFTWARE:

9.1 The weighment software shall be tamper proof and user friendly with proper protection through passwords. The data of weighment shall be in such form that the data cannot be viewed / or deleted without necessary permission through security passwords. Once the weighment is taken there should not be any provision to modify the data.

9.2 No calibration shall be done from the PC and any calibration required to be done shall be done at weighment system level with necessary security passwords. All calibrations are recorded in the system for monitoring purpose.

9.3 The Road Sales related information data capture module is to be incorporated wherein the release order information like consumer code, name, release order No., date, grade, size, unit quantity are entered into the computer either directly or through floppy. While performing the weighment, system shall calculate the balance quantity to be lifted against a particular release order and reports shall be generated for MIS purpose. Weighment software shall be capable of handling this aspect. In this aspect also security and data protection shall be taken care of for making it full proof.

9.4 Weighment software shall be capable of disabling for new data entry and print outs once the weighment is completed. Once the truck is taken out from the weighment platform and display shows "Zero", the software shall allow for fresh transaction.

9.5 Road weighment software for generation of Excise invoice as per format enclosed as annexure 'AA'.

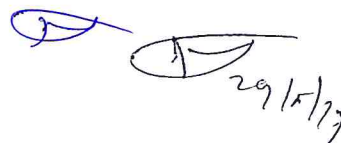
9.6 Program for computation of Excise invoice should be parameterized and all the changeable data fields should be stored in data table(file)/control table(file) e.g. in case of change in excise rate, education cess or higher education cess in future, there should be provision for changing the data without modifying the program.

9.7 All the Header information (e.g. weighbridge name, code, CE registration number of area etc.) should also be stored in data format so that same program can be run in any of the weighbridges across WCL.

9.8 In addition to Excise invoice, all the existing reports showing additional details of excise information should be there as appended in Annexure 'BB'.






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9.9 Day wise/DO wise checklist generation for DO data should be provided for physical verification before system validation. There should be provision for system validation based upon Supervisor password/authentication for each DO before despatch begins for that particular DO.

9.10 In case of any modification in DO master data, there should be two level access control/ authentication before changes are made.

9.11 In case, more than one no. Of print-outs of excise invoice is taken, it should be permitted only with proper authentication/password and such despatches record should be flagged with no. Of print-outs.

9.12 There should be provision for data transfer (in fixed format ascii file) to Area office in regular periodicity for centralised processing in decrypted format.

9.13 In case of internal transports to siding/ stockyard, Normal format of gate pass should have a heading in bold; "FOR INTERNAL TRANSPORT". Gate pass in Excise invoice format as per ANNEX'AA' is not required.

9.14 The weighment software should be compatible with the operating system of weighbridge computer.

9.15 Proper anti-virus software should be installed. Regular signature updates (once in a month) should be carried out to avoid the possibility of machine crashes and erratic behavior.

9.16 Excise invoice for washery despatches should be generated as per format enclosed as Annexure "CC".

9.17 Any changes desired from time to time in the software has to be carried out by supplier free of cost during warranty / 2 years of AMC.

10 MISCELLANEOUS

10.1 Training in operation and maintenance will be provided free of cost at sites.

10.2 Mechanical drawing and detailed civil foundation drawing of the platform structure to be submitted to consignee.

10.3 Equipments should be able to work satisfactorily even when AC fails.

10.4 Operation and maintenance manuals in duplicate will be supplied along with the equipment.

11.0 GUARANTEE - Vendor shall give composite guarantee / warrantee of satisfactory performance of the complete equipment (along with accessories) for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier. A certificate to this effect shall be submitted by you.

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ANNEXURE-AA of technical specification
Note - To be suitably modified as per GST tax structure

Original for Buyer
 Duplicate for
 Triplicate for Assessee

WEIGHT SLIP / CHALLAN - CUM - TAX INVOICE

For Removal of Excisable Goods
 from mines under rule II

WESTERN COALFIELDS LIMITED
 (Under jurisdiction of Nagpur Courts only)

Date of Loading:

Regd. Office: Coal Estate, Civil Lines, Nagpur 440001	Works: Name & address of Source Mine & TIN	Central Excise Reg.No. PLA No. Chap Sub Hd No. 27011200 Bituminous Coal Assessee Code	Name and address of Consignee: CEC Range Divn.	Invoice/Gate Pass No.: Date: Time of Removal: Mode : By Road Truck No.:	Authenticated: Authorised Signatory Range: Divn.:
--	--	--	--	--	--

DD No. & Date	DD Valid Upto	Delivery Point	DD Quantity MT	Bal.Dty. To be lifted: MT	Consumer Code:
No. and Date of Notification under which any concession of			duty claimed:		

Destination					Bituminous Coal
Specification of Goods					
Grade					
Type of Consumer					Power/Non-
Power/e-Auction					
Gross Weight (Kgs)				(A)	
Tare Weight (Kgs)					
Net Weight (Kgs)					
Rate per MT (Rs.)				Input from DD (a)	
Sizing Charges per MT				Input from DD (b)	
Commitment/Beneficiation Charges per MT				Input from DD (c)	
STC per MT				Input from DD (d)	
Royalty per MT				Input from DD (e)	
S.E.D per MT				Input from DD (f)	
Total Ass. Value per MT				(a) + (b) + (c) + (d)+(e)+(f) = (B)	
Assessable Value				(A) x (B) = (C)	
C.Excise Duty @ 6%				(C) x 6% = (D)	
Education Cess @ 2%				(D) x 2% = (D1)	
S.H. Edu. Cess @ 1%				(D) x 1% = (D2)	
C.Excise Duty & Cess Payable				(D) + (D1) + (D2)	

Duty Payable in Words : () only)

Certified that the particulars given above are true and correct and the amount indicated represent the prices actually charged excluding other statutory levies and that there is no flow of additional consideration directly or indirectly from the buyers.

E&DE	For WCL- (name of Unit) (Authorised Signatory)			
DD No.	WESTERN COALFIELDS LTD.	Sub Area	Area	Weigh Bridge No.
DD Date	Customer Code/Name :			Loading Dt.
Gate Pass No.	Truck No.	Product Code/Name	Time In	Time Out
From Code	From Mine	To Code :	To Name :	
Transporter Code/Name		Gross :	Tare	Net

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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

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ANNEXURE-CC of technical specification

Original for Buyer

Note - To be suitably modified as per GST tax structureDuplicate for
Triplicate for Assessee**WEIGHT SLIP / CHALLAN - CUM - TAX INVOICE (Washery Circuit)**For Removal of Excisable Goods
from mines under rule II**WESTERN COALFIELDS LIMITED**
(Under jurisdiction of Nagpur Courts only)

Date of Loading:

Regd. Office: Coal Estate, Civil Lines, Nagpur 440001	Works: Name & address of Source Mine & TIN	Central Excise Reg.No. PLA No. Chap Sub Hd No. 27011200 Bituminous Coal Assessee Code	Name and address of Consignee: CEC Range Divn.	Invoice/Gate Pass No.: Date: Time of Removal: Mode : By Road Truck No.: Divn.:	Authenticated: Authorised Signatory Range:
--	--	--	--	--	--

DD No. & Date	DD Valid Upto	Delivery Point	DD Quantity MT	Bal.Qty. To be lifted: MT	Consumer Code:
No. and Date of Notification under which any concession of duty				claimed:	

Destination (Name of Washery site)

Specification of Goods

Bituminous Coal

Grade

Type of Consumer

Power/Non-Power/e-Auction

Gross Weight (Kgs)

Tare Weight (Kgs)

Net Weight (Kgs)

(A)

Rate per MT (Rs.)

Input from DD (a)

Sizing Charges per MT

Input from DD (b)

Commitment/Beneficiation Charges per MT

Input from DD (c)

STC per MT

Input from DD (d)

Royalty per MT

Input from DD (e)

S.E.D per MT

Input from DD (f)

Total Ass. Value per MT

(a) + (b) + (c) + (d)+(e)+(f) = (B)

Assessable Value**(A) x (B) = (C)**

C.Excise Duty @ 6%

C) x 6% = (D)

Education Cess @ 2%

(D) x 2% = (D1)

S.H. Edu. Cess @ 1%

(D) x 1% = (D2)

C.Excise Duty & Cess Payable**(D) + (D1) + (D2)**

Duty Payable in Words : (

only)

Certified that the particulars given above are true and correct and the amount indicated represent the prices actually charged excluding other statutory levies and that there is no flow of additional consideration directly or indirectly from the buyers.

E&OE	For WCL - (name of Unit) (Authorised Signatory)				
DD No.	WESTERN COALFIELDS LTD. DD Date	Customer Code/Name :	Sub Area	Area	Weigh Bridge No. Loading Dt.
Gate Pass No.	Truck No.	Product Code/Name	Time In	Time Out	
From Code	From Mine	To Code :	To Name :		
Transporter Code/Name	Gross :	Tare	Net		

TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE OF ELECTRONIC ROAD WEIGHBRIDGES.

1. JOB DESCRIPTION:-

The Annual Maintenance Contract(AMC) involves checking, repairs, servicing, maintenance of road weighbridges including replacement of defective parts, as and when required so that the weighbridge is constantly kept in perfect working order for weighment of empty / loaded trucks /tippers from the mines. Payment to the maintenance contractor will be regulated on the basis of actual availability along with printout of the weighbridge on month to month basis.

The job includes repair and replacement of all parts, which among other things would also include the following:

- a) Load cells.
- b) Digitizer
- c) Electronic items including PC's and printers supplied with instrumentation (digitizer)
- d) Knife-edges, bearings, links, strut buttons, top and bottom, load buttons, locating, plugs, bumper stoppers etc.
- e) All consumable items such as print heads, disk drives, ribbons.

1. It will be the responsibility of the maintenance contractor to procure and maintain adequate stock of spares at convenient points so that there is least delay in replacement of the spares as and when required. The cost of spares will be borne by the maintenance contractor.

However, all cast iron & structural items like girders, MS plates, C.I. levers, Verges, Transoms, Blocks for Bearings, compensating steel yards, locking handles, etc. shall be excluded from this contract.

2. The maintenance of the PC, Printers, UPS and batteries including checking of water level, specific gravity of electrolyte shall be the responsibility of the maintenance contractor.

If any sub assembly / accessories, like UPS, AC, CVT etc. not affecting the working of WBs directly , continued to remain unattended by AMC holder, Colliery Management will give two reminders at an interval of 7 days to the AMC holder and in case the breakdowns are not attended in next 7 days time, WCL management will be free for getting it repaired from outside agencies at the risk and cost of the contractor and amount incurred for carrying out repairs will be recovered from the contractor's current AMC bill.

It will be the responsibility of the Area to arrange independent supply of electricity to the weighbridge house from transformer / main electric line so that there is least voltage fluctuation due to variation in other electrical loads.

3. The maintenance contractor shall deploy adequate trained technical staff and post them at convenient places so that they are able to make adequate visits to the weighbridges for preventive maintenance, checking and keeping the weighbridges in constant working order.

However, the colliery management, as far as practicable, will provide accommodation to the staff posted by the maintenance contractor. The weighbridges will be operated by staff, who will be specially deputed by the Area.

4. The maintenance contractor shall prepare the weighbridge for stamping / verifications by the Weights and Measures department once in a year or as per statutory requirement. It will be the responsibility of the contractor to get the weighbridge certified by the Weights and Measures department as and when required. However, the "Fees / Charges" required to be paid for such verification / certification shall be paid by the concerned Area. The colliery authorities shall provide the test weights required by the state Weights and Measures department. The test weights provided by the colliery management can be used by the maintenance contractor for calibration or testing of the weighbridges free of charges.

5. The old spare parts; replaced by new ones by maintenance contractor during repairing shall be the property of the maintenance contractor.

6. Monthly billing represents the AMC rate per month as per availability with print out as per formula.

7. Formula for % age availability.

$$\% \text{ age availability} = \frac{A - (B/\text{down Hrs.} - \text{Hrs. lost due to delay in giving B/down information})}{\text{-----}} \times 100$$

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Where A = No. of days in a month x 24 Hrs.

8. Terms and Conditions for payment

a) The payment of the maintenance contractor shall be as per the percentage availability of that WB in that month. The amount billed should be based on the percentage of availability of that weighbridge with printout system. While raising the bill, the party shall furnish the following information on the body of the bill.

- 5 Name of the Area;
- 6 Name of the Colliery;
- 7 Name of the Site of Weighbridge;
- 8 Percentage availability of Weighbridge with printout system.
- 9 Any other information asked by WCL & its Areas.

Bills on monthly basis shall be certified for payment by the Sub Area Manager or his nominated executive and shall be submitted to the Area General Manager/Staff Officer (Sales/QC) or any other executive so authorized by the Area General Manager.

b) On satisfactory performance of the party, 90% payment of the monthly bill will be released by Area General Manager/Staff Officer (Sales/QC) or any other authorized. Executive by Area General Manager within 10 days on receipt of the bills. The balance amount will be paid within 30 days after further verification and subject to the terms and conditions which may call for deduction/ adjustment.

c) The method of billing and procedure of payment shall be regulated by area during the tenure of the contract.

d) The contractor shall ensure a minimum of 95% availability of the road WB with printer for entitlement of 100% AMC payment in a particular month.

e) A penalty of 2% of the bill amount of that particular month will be imposed for each 1% decrease from a minimum level of 95% availability.

f) Also if the %age availability of the Road WB, in a particular month is less than 80%, the contractor will not be entitled for any payment whatsoever irrespective of the %age availability in that month.

9. Any repair/replacement necessitated due to lightening is covered under the scope of AMC.

10. The successful tenderer has to deposit an amount equal to 10% of the annualized value of maintenance work with respective areas of WCL in the form acceptable to areas. The security deposit has to be deposited before expiry of warranty period. No interest shall be paid on security deposit.

11. The performance of the firm in the period of maintenance contract shall be evaluated during scrutiny in the subsequent tenders.

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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:

- 0 "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.
 1. 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.
 2. "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.
 3. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
 4. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 5. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 6. 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.
 7. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 8. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 9. The term PARTICULARS shall mean the following :
 3. Specification
 4. Drawing
 5. Sealed pattern denoting a pattern sealed and signed by the inspector
 6. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 7. 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.
 8. Proprietary make denoting the product of an individual manufacturer
 9. Any other details governing the construction, manufacturer and or supply as existing in the contract
 10. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 11. 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.
 12. 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.
 13. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 14. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 15. UNIT & QUALITY means the unit and quantity specified in the schedule.
 16. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
- i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises or
 - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

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3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the 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 change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

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

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
- ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.
The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.
- iii. The price must be stated separately for each item on unit basis.
- iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.
- vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
- vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.
- viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
- ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.
- x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

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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.

4. **Change in a Firm**

0 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.

1 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.

2 If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10. **(a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

3. 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**

cvi) 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.

cvii) 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.

cviii) 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.

cix) 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 supply order being placed with them, they shall arrange for supply within a reasonable period of 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:

10. The service that will be rendered by them as manufacturer's agent

11. The name and address of agents, if any, in India, and

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

16. **Earnest Money/ Security Money:**

a) 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 E- Payment as per NIT . 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.

9. Inspection and Rejection

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

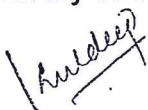
a) Facilities for Test and Examination

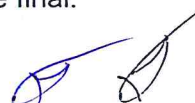
The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

4. 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.

6 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.

7 Stores Expended in Test

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

8 Inspector – Final Authority and to Certify Performance

2. 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.

3. To reject any stores submitted as not being in accordance with the particulars.
4. 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
5. To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

i) 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

9. 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

10. 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

11. 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.

2. 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.

(i) 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

8. 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.

9. 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.

10. 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

- i) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- ii) 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.
- iii) 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.
- iv) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' , 'Handle with care'. Weight of each packages will be marked on the package.
- v) 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'

Handwritten signature

Handwritten initials

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,~~

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~~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 affected 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.

1. This contract shall be governed by the Laws of India for the time being in force

2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

3. Jurisdiction of Courts

The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

4. 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

10. The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

11. 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





d) 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.

e) 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.

f) 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:

3.2 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 be on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

3.3 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 on subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

3.4 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.

3.5 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

3.6 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

10 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.

11 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".





Format of Bank Guarantee for Security Deposit/PBG:

(RS.250 non-judicial stamp paper)

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 _____ (hereinafter 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 (indicate the name of the Bank)

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

3. We undertake to pay to the Company any money 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 :

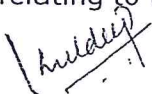
The payment so made by under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

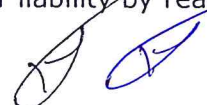
4. We, _____ further agree that the (indicate the name of the Bank)

guarantee herein contained 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 _____ 20 ____ 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 the (indicate the name of the Bank)

Company that the company shall 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 variation, 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 (indicate the name of the Bank) guarantee during its 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 _____ 20_____

For _____

(indicate the name of the Bank)

* * * * *

Handwritten signature

Handwritten signature
29/5/19

Handwritten signature

