



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्न कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)



सामग्री प्रबन्धन विभाग
Department of Material Management

CIN – U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur (MS)-440001

SO. NO. 11100116320184

Dt: 07-12-2020

SUPPLY ORDER

To

M/s. MIMEC ELECTRONICS PVT LTD

Vendor Code: 105001

Plot no. 05, Namkum Industrial Area
 Namkum, Ranchi- 834010 (Jharkhand)

Vendor Category: Manufacturer, MSE

Vendor GST no: 20AABCM9682L1Z6

Email id: mimecelectronicsp@yahoo.com

Ph no: 91-9431115225 ; 0651-2260686

Dear Sir,

Sub : **Supply, Installation and commissioning of DGMS approved Intrinsically safe Auto cum Manual UG communication system**

Ref : 1. Open tender enquiry no. WCL-hq-pur-ra-kdp-e054-2017-18, opened on 27-09-2017

(Tender id no: Tender id: 2017_WCL_75888_1)

2. Your offer dt. 14-09-2017 vide Bid id no :219553 dt. 29-08-2020 and subsequent correspondence on e- procurement portal.

3. Our Earlier supply order no: 11100116218130 dt. 01-11-2018 and subsequent amendments

4. Your letter vide no: MIC/20-21/73 dt. 04-05-2020, 150 dt. 15-06-2020, 194 dt. 13-07-2020, 238 dt. 21-08-2020, 239 dt. 17-10-2020 and 239 dt. 30-11-2020

5. E-Office ref no: E- 68250

This has reference to above and in accordance to the cl no: 1A of the earlier supply order no: 11100116218130 dt. 01-11-2018, we are pleased to place the supplementary supply order on you for the **Supply, Installation and commissioning of DGMS approved Intrinsically safe Auto cum Manual UG communication system** as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

NIT SI no	Item Description	Qty (Set)	Basic Unit Price Rs / set	Total Value Rs.	
1.00	30 Lines Intrinsically Safe auto cum manual Under Ground Communication System, DGMS approved, as per the technical specifications as per the NIT / offer, Make: MIMEC, Model MIC-102-AT	5.000	1360000.00	6800000.00	
	Installation and Commissioning of the Equipment including the Earthing and Lightening Arrestor	5.000	45000.00	225000.00	
	Technical Specifications as per the Annexure 1b of the supply order 11 100116218130 dt. 01-11-2018 (Enclosed as Annexure A)		Total Basic cost of Equipments including the Installation & commissioning charges	7025000.00	
			GST: Extra @ 18% on the Basic cost	1264500.00	
			Total Capital Cost of the Equipment	8289500.00	
			Qty (Set)	Basic Unit Price Rs / set	Total Value Rs.
		COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 1st year after completion of Guarantee / Warranty Period of One year from the date of installation and commissioning.	5.000	115000.00	575000.00
		COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 2 nd year after completion of 1 st Year CAMC period	5.000	115000.00	575000.00
		COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 3 rd year after completion of 2 nd Year CAMC period	5.000	115000.00	575000.00
				Total Basic CAMC Charges For 3 years	1725000.00
	CAMC terms and conditions as per the Annexure X of the Supply order 11100116218130 dt. 01-11-2018 (Enclosed as Annexure B)		GST: Extra @ 18% on the Basic CAMC charges	310500.00	
			Total Revenue Cost for CAMC	2035500.00	
			Total Procurement Value	10325000.00	

Total Order Value: Rupees One Crore three lakhs twenty five thousand only)

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OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.

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

You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you .

3 **Delivery:** a. Supply of the ACM Systems shall be completed within 3(three) months from the date of issue of supply order for which the delivery period shall be reckoned from the seventh day of the order date

b. Installation, testing and commissioning and handover of the ACM System to be completed within 4(four) months from the date of supply order or 1 (one) month from the handover of clear site by WCL whichever is later

Handing over of clear site for installation by WCL favourably within 1(one) month of placement of supply order shall be responsibility of Engineer Incharge (E&T) of respective Area in consultation with AGM.

Note: Engineer Incharge (E&T) of the respective Areas shall ensure that the installation and commissioning report shall cover the following details:

- Site hand over date by WCL
- Site taken over date by the firm
- Installation, testing and commissioning dates
- Final handover date of the complete system to WCL

4. PROJECT ALLOCATION AND CONSIGNEE :-

SL NO.	PROJECT / MINE	NAME OF THE AREA	ADDRESS OF REGIONAL STORES
1	PATANSOANGI MINE	NAGPUR (NGP)	Regional Stores, WCL NAGPUR Area , PO: SILEWARA COLLIERY Dist. Nagpur (M.S.) Pin:441 109, : GSTIN: 27AAACW1578L1ZW
2	SILEWARA MINE		
3	BANEWADA / RAJUR MINE	WANI NORTH (WAN)	Regional Stores, WCL Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304 27AAACW1578L1ZW
4	DRC MINE	CHANDRAPUR (CHP)	Regional Stores, WCL, CHANDRAPUR AREA; Durgapur Opencast, P.O.: DURGAPUR Distt Chandrapur,(M.S)Pin : 442 403 27AAACW1578L1ZW
5	MATHANI MINE	PENCH (PEN)	Regional Stores, WCLPench Area P.O: CHANDAMETA—480447 Distt.-:Chhindwara, M.P 23AAACW1578L1Z4

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

6. **Payment terms:** 80% value of the equipment and accessories and 100% taxes and duties shall be made within 21 days from the date of receipt and acceptance of the complete ACM System or submission of the bills whichever is later

Balance 20% payment shall be made after successful completion of installation, testing, commissioning and final acceptance of the equipment (alongwith the accessories) and receipt of satisfactory installation, commissioning, handover report and training certificate issued by GM(E&T) HOD WCL Hqrs or his authorized representative. The authorized representative of GM(E&T)HOD shall be SO(E&M) / Engineer Incharge (E&T) of the respective Area.

Payment shall be made only on submission of security Deposit and confirmed and accepted Performance Bank Guarantee.

However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance of the complete ACM at Consignee end, the balance 20% shall be released

7. **Payment of CAMC Charges** : The payment of CAMC charges shall be made on half yearly basis / Annual basis after rendering the Satisfactory services for the completed CAMC period. The bills for the CAMC charges shall be submitted to Engineer (Incharge) E&T of the respective Area.

8. **Paying Authority: For Equipment:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001
For CAMC Charges : Area Finance Manager of Respective Area

9. **EFT Details of the supplier:** As per the details indicated below:
Name of the Bank and Branch : State Bank of India, Main Road, Ranchi
Address of the Branch : Kailash Babu Street, Main Road Ranchi – 834001
Account no: 10379844994
Nature of Account: Cash Credit
IFS Code of the Branch: SBIN0001194

10. **SUBMISSION OF BILLS:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules
- (ii) Consignment note / RR/ LR in original (if applicable).
- (iii) E-Way Bill (if applicable) as per the GST rules
- (iv) Warranty / Guarantee certificate
- (v) Manufacturers Test certificate, if applicable
- (vi) Price Fall Certificate / Lowest Price Certificate
- (vii) DGMS approval Certificate / BIS certificate
- (vii) Any other document indicated elsewhere in the order, if applicable.

Note: Copy of the each bill shall be submitted to GM(MM)HOD WCL Hqrs for Information

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

12. **Security Deposit:** You shall have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value of the awarded contract i.e. **Rs. 10,32,500.00** (Rupees Ten lakhs thirty two thousand five hundred only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. In case of Bank Guarantee (SDBG) the same is to be issued from a RBI Scheduled Bank in India (on a non-judicial stamp paper) and to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-C. The SDBG shall remain valid up to 6 months after completion of supplies and acceptance of materials by the consignee. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharastra).

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	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur –

Nde

D

	440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post.

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.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV / 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV / 767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody. Concerned Associate Finance of the HQs/ shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

13. Guarantee/ Warranty: You shall give a Composite guarantee / warranty for Complete ACM Set for satisfactory performance of the completed equipment (alongwith Accessories) for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of equipment by consignee whichever occur earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

In case of warranty claim, you shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

14. Performance Bank Guarantee: You have to furnish Performance Bank Guarantee issued by any scheduled bank for the amount equivalent to **Rs. 8,28,950.00 (Rupees Eight Lakhs twenty eight thousand nine hundred and fifty only)** i.e. 10 % of the order value of the equipment+ installation & commissioning (along with accessories) including taxes. The Bank Guarantee shall be valid for a period of 18 months from the date of

commissioning to cover the Guarantee / Warranty period. The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS) as per the details indicated in the Security Deposit clause at cl no: 12 above, the format of which is attached as Annexure-D.

The PBG shall be released after satisfactory completion of the Guarantee / Warranty period upon confirmation of GM(Excv), WCL Hqrs or extended as deemed fit.

The Procedure for submission of Bank Guarantee / verification is as indicated at Security Deposit Clause above.
Security Deposit may be converted into Performance Bank Guarantee (PBG)

15. Comprehensive Annual Maintenance Contract: After completion of the Guarantee / warranty period of each equipment, the CAMC will come into force for each equipment. The terms and conditions of the CAMC is enclosed as Annexure B. CAMC charges shall be paid as per the charges indicated in price schedule above. The Engineer Incharge(E&T) of the respective Area shall arrange for revenue budget towards CAMC every year prior to commencement of the CAMC period and ensure that the CAMC services are rendered as per the terms of the CAMC.

16. 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 the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the contract value for delay in execution of the contract beyond delivery schedule (for this purpose part of unit supplied will not be considered) as aforesaid for each week or part of week during which the execution may be in arrears limited to 10%. Wherefelt necessary the limit of 10% can be increased to 15% at the discretion of GM(MM)HOD,
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the equipment/ stores at the risk and cost of the defaulting supplier and also,
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (e) To encash any available Bank Guarantee / Security Deposit for recovery of the
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Western Coalfields Ltd 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 or any of the subsidiary company of CIL. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Ltd on demand the remaining amount.
- (g) The supplier shall not be entitled to any gain on any such purchase.

17. Force Majeure Clause: If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Western Coalfields Ltd may allow such additional time by extending the delivery period as it considered to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Coal India Limited and its subsidiary companies the contract / Supply order shall be read and understood as if it had contained from its inception the delivery date as extended

18. PACKING : Packing as per clause no: 18 of Annexure – II ie General Terms and conditions

19. LOCATION OF DESPATCH : MIMEC Electronics Pvt Ltd, Plot no. 05, Namkum Industrial Area, Namkum Ranchi – 834010 (Jharkhan)

20. Price Certificate : As undertaken by you in your offer, a Price Certificate shall be submitted by you alongwith consignment as under:

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


M. L.

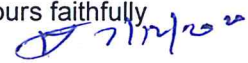
[Signature]

21. PRE – CONTRACT INTEGRITY PACT: Pre Contract Integrity pact which has already been signed and furnished by you alongwith the your offer and the same shall govern this contract till complete execution of the contract

This order shall be governed by enclosed General Terms and Conditions of Supply unless and otherwise specified in the above paragraphs

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms and in accordance to the cl no: 1A of the earlier supply order no: 11100116218130 dt. 01-11-2018. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)

Yours faithfully

(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

Enclosures: -

1. Annexure A- Detailed Scope and Technical Specification
2. Annexure B – CAMC Terms and conditions
3. Annexure C - General Terms and conditions of the Contract.
4. Annexure D – Bank Guarantee Format for Security Deposit
5. Annexure E – Bank Guarantee Format for Performance Bank Guarantee

Copy to :

1. GM(E&T)) HOD/ GM(Fin)-I / GM(P&P)HOD, WCL(HQ), Nagpur
2. SO(MM) / SO(E&M) Engineer (Incharge)E&T /Depot Officer, WCL Nagpur / Wani North / Chandrapur / Pench Areas
3. Ch. Manager(Fin)CP, WCL Hqrs
4. Ch. Manager(MM) / Admin- WCL hqrs
5. Independent External Monitors:
Dr.(Ms) Nivedita P Haran, IAS(Retd), 23 IFS Villas, P-6, Builders Area, Greater Noida - 201310
Shri.A K Mohapatra, IFS(Retd), Flat no: 201, Manjusha Manor, Plot no: N3/382,IRC Village, Bhubaneswar-751015.

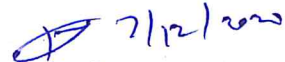
Indent details:

SL NO	ACM CAPACITY	PROJECT LOCATION	INDENT REF
1	30 LINES	DRC, Chandrapur Area	WCL HQ:GM(E&T):2017: 370098 dt. 19-06-2017 approved By Dir(T)P&P
2	30 LINES	Patansongi, Nagpur Area	
3	30 LINES	Bandewada / Rajur, Wani North Area	
4	30 LINES	Silewara, Nagpur Area	
5	30 LINES	Mathani, Pench Area	

BC Reference: BC no. WCL/CAP/OPM/2020-21/12/57/54 Dated, 28.11.2020 for Rs.82,89,500/- only

Revenue Budget for CAMC: As per the confirmation of GM(E&T)HOD, revenue budget towards CAMC shall be arranged by the respective Area every year prior to commencement of the CAMC period


मूक्य.प्रबंधक (सा.प्र)


मूक्य.प्रबंधक (सा.प्र)

ANNEXURE-A**Details technical Specifications:-****1. General Terms & Condition:**

- a) The scope of work includes supply, installation and successful commissioning of complete Intrinsically Safe AUTO CUM MANUAL UG telephone communication system along with Integrated Digital Switching unit.
- b) The Auto cum Manual UG telephone system should have valid DGMS approval.
- c) The Auto cum Manual UG telephone system should be followed by 3 years of comprehensive AMC after the completion of one year warranty as per terms and rates stipulated in the order.
- d) You shall Provide an undertaking for spares and service support to WCL for period of 7years
- e) Service Manual, programming manual and circuit diagrams for the systems must be submitted at the time of supply of materials
- f) You shall extend service facility from your establishments at Nagpur. The details contract person phone number and address must be submitted to this office as well as GM(E&T)- HOD WCL HQ and Engineer (Incharge) (E&T) of the respective area.

2. SYSTEM REQUIREMENT:

The IS telephone should be suitable for working directly with an automatic exchange (digital switching unit) without any manual assistance by an operator. However as an emergency measure it should be suitable for working with an emergency manual board, hence the line from the safe telephone will be automatically terminated at the emergency manual board and automatic exchange is disconnected from the concerned telephone line. The Auto cum Manual system should have valid DGMS approval for IS telephone units Interface unit, emergency Manual board central power supply unit and interconnectivity of Digital switch(EPABX).

The ACM system comprising the following items for the complete one set:

- a) Digital Switching unit of extension 88 Nos for 30 lines ACM system.
- b) Interface Unit 30Lines for 30 lines ACM system.
- c) Central Power Supply Unit with isolation transformer , MDF with Krone connection and integrated protection modules for all the ports.
- d) I.S Telephone Unit Push Button Dial Type with Canopy: 30 Nos for 30lines ACM system.
- e) Master Call Station(Emergency Manual Board): 01 No (30Channel for 30lines ACM system)
- f) Central Amplifier 3+1 Channel :01no
- g) Battery Backup for ten Hours :01set
- h) Indoor Speaker Weather Proof : 02Nos
- i)Outdoor Speaker Weather Proof: 05 Nos
- j) Cable (24/0.2mm) Armored – 4Core Loudspeaker cable as required.
- k) P.B Type Normal Telephone Set: 50Nos for 30 ACM System.
- l) SIM Patch unit for four SIMs to interface Mobile Network : 01Nos
- m) Pre recorded automatic message announcement and SMS unit of 10 Channels : 01 Nos
- n) Installation & Commissioning of Supplied equipment including , Earthing , Lightning Arrestor

3 The Ordered 30 Line Intrinsically Safe Auto Cum Manual (ACM) UG Telephone Systems shall have the following feature:

- a) Integrated Surface/Underground Communication network.
- b) Emergency Calling /Announcement
- c) Selective paging / Announcement through paging Speakers
- d) Pre recorded Automatic Alarm signal unit to be provided to interface with the Major UG Equipments (Such as Main Pump / Truck Conveyor Belt / Main Ventilation Fan/ Water Level of Main U/G Sump) to speaker.
- e) Automatic announcement of Pre-recorded Message / Slogan (at Periodical Interval)
- f) Automatic SMS (Pre – recorded) to number of mobile sets in case of faults as mentioned above group Conference.
- g) Support Digital Phone.

4.0 DETAILED INDIVIDUAL SYSTEM REQUIREMENTS:**4.1 IS UG TELEPHONES:**

- a) I.S Telephone Unit should be Push Button Dial Type with Canopy.
- b) The IS UG telephone should be equipped with a handset for Duplex working of speech and signaling and should be capable to work with 1000ohms loop resistance.
- c) IS Telephone Instrument should be robust in construction suitable for use in hazardous condition prevailing in the underground mines. The enclosure should be MS Sheet metal for wall / column mounting and the IS Telephone enclosure should be ingress protection of IP55.
- d)The telephone instruments should be designed to work over only one pair of wire and the line terminals are not polarity conscious.

- e) It Should be equipped with amplifiers both for the microphone and ear piece for over-coming line loss as well as for boosting up speech in noisy environments.
 - f) There should be a power amplifier and twin loud speaker for receiving incoming and verbal/tonal alarm facility to avoid un-necessary battery drain during idle condition
 - g) The Power amplifier should be capable of delivering a power of 1 watt, into the load speakers with an input of 1volt peak to peak, 1khz signal.
 - h) The IS UG telephone should be equipped with a separate emergency call button to transmit a distinct and unique tone to which the emergency exchange alone responds.
 - i) The emergency call switch should be of self resetting type and when operated shall cause tone of distinct frequency to the continuously transmitted to the line for 6 Seconds.
 - j) When operated as one of the party line system it should be possible to transmit a party call.
- Inadvertently leaving a particular telephone in part to dial and communicate with other lines via the automatic exchange.
- K) There should be an internal Nickel Cadmium rechargeable battery for delivering power to its own electronic circuits. The same is charged from the central power supply unit at the surface via a constant current control circuit , over the same pair of wire meant for communications or speech. In case of power failures the telephone should work for at least four hours.
- l) The charging circuit is of resetting type so that after termination of conversation ,even if the handset is inadvertently left in off-hook condition ,a rest switch will automatically normalize the charging circuit and terminate the subscriber line of the automatic exchange after a delay not exceeding 45 seconds even during telephone from the Emergency Exchange.
- m) The telephone instruments should work at a minimum distance of 6 kms from the central unit.
- n) The dial pulsing current from the safe telephone is if constant current type and will not be affected by line resistance up to the maximum allowable limit.

4.2 INTERFACE UNIT:

- a) The interface unit should provide intrinsically safe communication link between digital switching unit & IS telephone sets working in UG Mines but Shall a barrier to segregate the exchange circuits from underground lines.
- b) The interface unit should respond to the underground line conditions and shall present conventional line conditions to the exchange. the ringing tone from the exchange to the underground lines is converted into and audio tone.
- c) The interface unit should respond to the emergency tone from safe telephone and shall actuate a line detector circuits on the manual emergency exchange.
- d) The interface should be modular design so that addition of safe telephone to the digital switching unit can be achieved on as and when required.
- e) Each interface unit should be equipped with a isolating transformer and Zener Barrier device of intrinsically safe communication . However dial repetition of signaling pulses from the safe telephone for signaling the digital switching unit are free from distortion.

4.3 EMERGENCY MANUAL BOARD:

- a) the Emergency Manual Exchange to be supplied along with interface unit. The board should be Cordless desk type.
- b) The Emergency Manual board should act as a supplementary system during emergency. In case of emergency all the U/G I.S Telephone shall be under control of emergency manual board for conversation/announcement.
- c) There should be provision to isolate Digital Switching Unit in case of emergency.
- d) However ,when integrated into the overall system control of very underground telephone line should ne in the hands of emergency operator by operation of line switch. This action will connect the operators telephone (or loudspeaker) to the Underground line and Disconnect the line to the digital switching unit.
- e) Each line should be equipped with an indicator which shall operate when an emergency call is initiated from the safe telephone the indication is both audio and visual. it is of stay out type and resettable when the corresponding line switch is operated.
- f) A tone generator should be provided for calling underground extension.
- g) There should be provision of broadcast 7 paging to any number of IS telephones, tone generator for calling extensions & Micro phones/Loudspeaker for operator.
- h) Facility to connect one managerial staff for speaking directly to any safe telephone during emergency should also exists o board.
- i) The operator Should have the facility to use either a microphone/Loudspeaker or a conventional handset.
- j) It should be possible to broadcast verbal as well as tone alarm form the emergency exchange to any number of safe telephone subscriber individually or collectively without being inhabited by pre planned wiring.



4.4 CENTRAL POWER SUPPLY UNIT:

- Suitable to charge minimum 30/50 telephones and to provide power to IFU and emergency board.
- The central power supply unit should be float cum boost charger type system. In case of full discharge of battery the power supply should be capable to charge battery in boost mode.
- A Maintenance free battery bank of suitable rating (12V, minimum 80 AH x2 for 30 lines shall be provided and supplied as standby which shall be on trickle charge with PSU. The batteries must of reputed brand such as excide , Amarraja Standard Farukuwa. the battery must provide backup of min. 10 hours continuous operation in case.
- The power supply unit shall be suitable to operate at 230 v , A/C 50 Hz of power failure.
- Alarm to indicate faults such as over current , over voltages, polarity reverse, battery low, charger current etc.
- Output should be stabilized at 24 volts and protection against failure of the stabilizing circuit by means of a fused Zener barrier with a breakdown voltage of 26 volts is to be provided.

4.5 Central Amplifier:

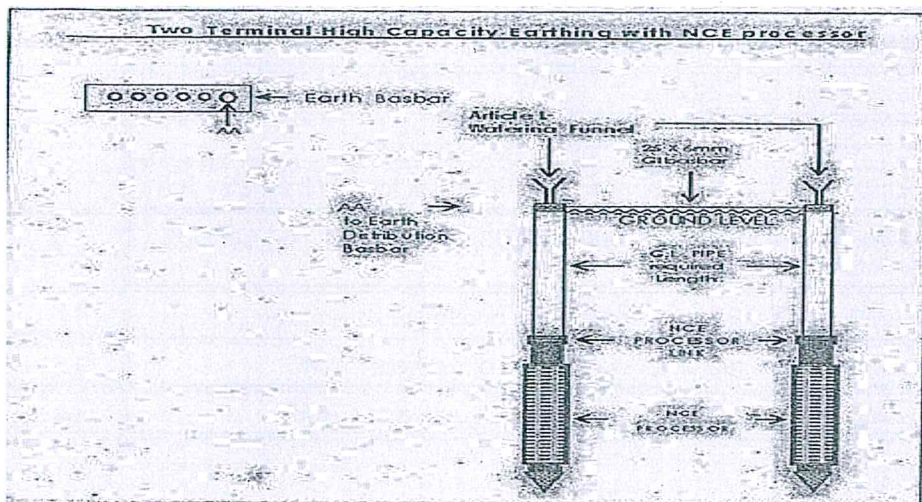
- High power amplifier shall be in the Central Station. the speaker shall be connected with the power amplifier. The pre-amplifier shall be connected with the page channel which are activated by any of the I.S Field Station, Master call station and by any of the conventional Telephone sets(non I.S.) connected with the switching unit.
- Three Group Paging Amplifier with Master Paging Controller.
- Paging Speaker: This is a indoor/outdoor speaker of 15-watt output and can be placed at surface area. All these speakers shall be connected with amplifier built in the Central Station Through Cable

4.6 Earthing:

Earthing work will be done by the supplier to provide suitable earth resistance to meet all the features protection and security of MDF of the system .The earthing requirements is given below:-

The Basic part of this special type of earthing system is NCE(Negatively Charged Electron) Processor which is used in Lightning Cancellation system. Mainly NCE Processor is made of Selected Combination of Multi- metals and its is a very good to get approximately zero error connectivity with the local soil .NCE Processor used in this special type of erthing to maintain the earth resistance value within the limit with a tolerance of +/- 10 % throughout the year and in all type of soils.

In This earthing system NCE Processors are used as main earthing ELCTRODES and its connectivity develops 2 TIMES FASTER ACTION OF SURGE PROTECTIVE SYSTEMS & UNITS COMPARED TO OTHER EARTHINGS. 35 sq.-mm.X2 Copper Cable is used to connect constructed Earth Terminals with earth distribution Busbar fitted in the power room.NCE Processor is inserted into the local soil by boring/drilling method and connected with 37/40 mm. G.I pipe of required length as per condition of the local soil. The value of earth Resistance is less than or equal to 1 ohm.

**4.7 Environmental operating conditions:-**

- Temperature : 05 to 45 Degree celcius
- Relative humidity : Max.80%

4.8 DOCUMENTATION :

Each system should be supplied with one set of Detailed manual comprising of operational, Technical & Maintenance Manual.

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4.9 CERTIFICATION:

- a) A single line diagram of overall auto cum auto manual system indicating the position of each system, voltage level to different interface point and the maximum distance to which the IS telephone can be kept from interface unit for satisfactory operation shall also be provided.
- b) The System should be intrinsically safe and should be DGMS approved and BIS Marked and a copy of the same should be submitted.

5.0 TRAINING: The Manufacturer has to arrange training of our Engineers up to PCB level for Minimum 2 Engineers from each area for a period of minimum 07 days at their manufacturing at free of cost , if required by WCL.

6.0 SCOPE OF SUPPLY /BILL OF MATERIALS:

- i) I.S AUTO CUM MANUAL SYSTEM: Each 30 Lines IS auto cum manual underground communication system with DGMS approval comprising of the following:

Sl	Description of items	Quantity
	30 lines IS auto cum manual underground communication system with DGMS approval comprising the following sub system/items	
	Each set comprises of the following	
1	Digital Switching unit of extensions : 88 extensions, CO 4 +4: 1 set	1 set
2	Interface unit : 30 lines : 1no	
3	Central Power supply unit isolation transformer along with battery backup for 10 hours with Maintenance free battery(12v x 2nos of min. 80AH capacity): 1 set	
4	Central Amplifier 3+1 Channels : 1set	
5	Main Distribution Frame (MDF) with Krone connection and integrated protection modules for all the ports : 1 set	
6	IS automatic telephone instruments of Push Button dial type with canopy-30 nos	
7	Wall Mounted Field Call unit with Canopy suitable for out doors – 10nos.	
8	Master Call Station / Emergency Manual Board 30 channels – 1nos	
9	Indoor speaker Weather Proof including cable -2nos	
10	Outdoor speaker Weather Proof including cable – 5nos	
11	Analog Phone push button type- 50nos	
12	SIM patch unit of 4 channels to interface mobile network – 1nos	
13	Automatic Prerecorded message announcement /SMS unit for 10 channels -1no	
14	Installation and commissioning of all the supplied equipments including earthing and lightening arrester	LS
15	Comprehensive AMC for 1 st year after completion of one year warranty	LS
16	Comprehensive AMC for 2nd year after completion of 1st year CAMC	LS
17	Comprehensive AMC for 3rd year after completion of one year CAMC	Ls




Annexure B

TERMS AND CONDITION OF THE C A.M.C AGREEMENT:

- 1.SCOPE OF WORK: Complete comprehensive maintenance of all the equipments /parts supplied (including repairs and replacements)
 - 2.A minimum of one visit in quarter shall be carried out by the maintenance engineer as preventive periodic maintenance.
 - 3.In addition to the above ,all type of breakdown calls are also to be attended and rectified within 24hours from the date of reporting the complaint by telephone/fax.
 - 4 Period of AMC will be for period of three years after one year of warranty.
 - 5.Payment term: The Payment of the AMC charges is payable on half years basis/annual basis after rendering after satisfactory services for the guarantee period. the bill shall be submitted after duly certified by the engineer for payment.
 - 6.Maintenance holder shall maintain a joint record for fault report from time to time against the emergency/services visits of the subject exchange, which shall be duly certified by the concerned engineer indicating the nature of fault, date of report and date of rectification. one copy of the joint visit must be submitted to the concerned engineer.
 - 7.Maintenance holder shall ensure that the during tenure if the AMC , any spares replaced by the maintenance holder shall be certified by the WCL engineer and to be recorded in the spare register.
 - 8.Complete report shall be submitted along with the bills for the period of claim on satisfactory completion of AMC.
 - 9.No hike in the AMC rates during the tenure of the maintenance contract is entertained.
 10. If any parts/spares/components is replaced , the old parts so removed is the property of the maintenance contractor.
 - 11.The maintenance contractor is responsible for the repairing of defects caused on account of the normal wear and tear of equipments.
 - 12.Penalty cause: In any case of delay in rectification of fault on the part of the maintenance holder beyond 24hours of reporting till rectification , a penalty of Rs.300 per day per system for 30 lines ACM system shall be imposed subject to a maximum value of 10% of the order value.
- The period from the date and time of fault is reported to the maintenance contractor over telephone/fax shall be counted including the holidays. The penalty amount shall be deducted from the subsequent bills of the maintenance contractor.
- 13.Services exclusions: Service do not cover the repair of damages. malfunctions or services failure caused by force majeure condition such as riots, earth quake and fire.
 14. WCL reserves the right to terminate the contract at any time of the tenure.
 - 15.Agreement with the above mentioned terms and conditions shall be done on a non judicial stamp paper.
 - 16.submission of bill: AMC will shall be submitted to SO(E&M), WCL Concerned Area.
 - 17.Paynig authority: Area Finance Manager, Concerned Areas.
 - 18.The CAMC shall be awarded annually by the concerned AGM of the area on successful completion of each year.

N.L.

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7/12/2020

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**1. Definition;**

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

1. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 2. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 3. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 4. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
 5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 7. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 8. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 10. The term PARTICULARS shall mean the following :
 - (a) Specification
 - (b) Drawing
 - (c) Sealed pattern denoting a pattern sealed and signed by the inspector
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturer
 - (g) Any other details governing the construction, manufacturer and or supply as existing in the contract
 11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 12. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 13. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 14. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 15. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 16. UNIT & QUALITY means the unit and quantity specified in the schedule.
 17. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
1. The consignee at his premises or
 2. Where so provided the interim consignee at his premises or
 3. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the 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.

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

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

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

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

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

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

b) Change in a Firm

a) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

b) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

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

10. (a) Consequence of Breach

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

(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

1. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

2. Shall use such material economically and solely for the purpose of the contract.

3. Shall not dispose of the same without the previous permission in writing of the purchaser; and

4. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

III. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all Transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

IV. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

V. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

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

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.

14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

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

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

c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order 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

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

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

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

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

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

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

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

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

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

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

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

17. Inspection and Rejection

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

a) Facilities for Test and Examination

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

in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) Cost of Test

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

c) Delivery of Stores for Test

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

d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) Method of Testing

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

f) Stores Expended in Test

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

g) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

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

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

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

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

h) Consequence of Rejection

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

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

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

i) Inspector's Decision as to Rejection Final

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

j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

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k) Notification of Result of Inspection

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

l) Marking of Stores

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

m) Removal of Rejection

4. 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.

5. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

n) Inspection Notes

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

18. Packing and Transport

4. It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

5. The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

6. All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

7. Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.

8. 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.

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

20. **Liquidated Damages :** In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division

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

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

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

e. To forfeit security deposit in full or part.

f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract,

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

21. **Force Majeure Condition :** If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

25. Carrying vessels for Imported Items In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

NA

JD

26. Freight :

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

Where alternative routes exist, CIL and/or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

27. Passing of Property. :

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

28 Laws Governing the Contract.

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

ci) Irrespective of the place of delivery, the place of performance 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.

cii) Jurisdiction of Courts

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

civ) Marking of Stores

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

29. Corrupt Practices

2. The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forbore 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.

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

30. Insolvency and Breach of Contract

4. Coal India Limited and/or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

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

6. If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. Terms of Payment:

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

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

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

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

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

32. Progress Report

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.

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".

ANNEXURE - D

Security Deposit Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement dated.....Day of.....20.....between.....(Name of Purchaser Company) and.....(Name of Supplier Company) Messers a Company / Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated.....(hereinafter called 'the said agreement') with.....(Name of the Purchaser Company) hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that(.....percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs.....as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs.....or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of.... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the

Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding repayment of the said sum of Rs.....has been fully carried out by the contractor and discharges the guarantee,.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require. Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till theday ofand unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Address & Branch Code -----)

The Bank has under its constitution power to give this guarantee and.....(Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details 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	Current Account no: 005905018053; Customer Id: 556096497; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

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

Performance Bank Guarantee Format

Re : Bank Guarantee in respect of Agreement dated.....Day of.....20.....between.....(Name of Purchaser Company) and.....(Name of Supplier Company) Messers a Company / Firm having its office at No. hereinafter called the Contractor has entered into an agreement dated(hereinafter called 'the said agreement') with..... (Name of the Purchaser Company) hereinafter called ('the Company') to supply.....stores/materials amounting to Rs.....on the terms and conditions contained in the said agreement.

It has been agreed that(.....percent) payment of the value of the stores/materials will be made to the Contractor in terms of the said agreement on the contractors furnishing to the company a bank guarantee for the sum of Rs.....as security for due repayment of the said sum in terms of the said agreement, and also interest as therein provided.

The..... (Name of the Bank) having its Office at.....has at the request of the Contractor agreed to give the guarantee as hereinafter contained.

We (Name of the Bank) (hereinafter called 'the Bank') do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and condition of the said agreement regarding repayment of the said sum of Rs.....or any of them including the term for payment of interest for delay in deliveries or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company the said sum of Rs..... or such portion as shall then remain unpaid with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the contractor regarding the claim.

We, the Bank- further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said agreement which is likely to be the day of.... but if the period of agreement is extended either pursuant to the provisions in the said agreement or by mutual agreement between the contractor and the Company the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs.....or such lesser amount out of the said sum of Rs.....as may be due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs.....and interest are fully satisfied and the company certifies that the agreement regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor and discharges the guarantee,.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement 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 contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company out of the said advance of Rs..... and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs.....only. The guarantee shall remain in force till theday of.....and unless the guarantee is renewed or a claim is preferred against the Bank within 3 months from the said date all rights of the company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Address & Branch Code -----)

The Bank has under its constitution power to give this guarantee and.....(Name of the person) who has signed it on behalf of the Bank has authority to do so.

The details of beneficiary bank for sending details 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	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank