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SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eqpt Ltd



WESTERN COALFIELDS LIMITED (A SUBSISIARY OF Coal India Limited)
MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR - 440 001. PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order No. 11000110520209

DT: 06.01.2021

SUPPLY ORDER

To,
M/s ACTION CONSTRUCTION EQUIPMENT LIMITED
 4TH FLOOR, PINNACLE, SURAJKUND
 FARIDABAD -121009

Vendor Code: 528015
 Vendor Category: Manufacturer
 email:tender2@ace-cranes.com

Dear Sir,

- Sub : Formal Order for Supply of Pick and carry Hydraulic Crane - 12T
 Ref : 1. WCL Tender Enquiry no: WCL-hq-pur-yvr-ra-e067-2020-21 (tender id 2019_WCL_178731_1) (E-269304) opened on 11.09.2020, Price bid / reverse Auction held on 27.11.2020
 2. Your offer / Bid ID number: 551242 and subsequent submission of shortfall / confirmatory documents
 3. Your letter no ACE/2021/M/20-21/1202 dt 02.12.2020

This has reference to above. We are pleased to place Formal Order on you for the Supply of Pick and carry Hydraulic Crane - 12T at the rates, following terms and conditions given and General terms and conditions of supply enclosed rates, following terms and conditions given:-

Description	Ordered Qty (nos)	Unit basic Price Rs.	Extended value Rs.
Pick and CARRY Mobile Crane 12 T capacity, ACE make model 12XW 3 part 12.90 mtr height fitted with SLI, as per scope of supply and technical specifications enclosed as Annexure "A"; (Replacement reqt (NCD): 2 nos / Additional reqt (PCD): 4 nos) Material Code: 10984990013	6	10,43,000.00	62,58,000.00
Freight charges @ Rs.53,000.00 per equipment			3,18,000.00
FOR Destination price of 6 nos Cranes (basic + Freight)			65,76,000.00
GST @ 18% on FOR destination price of 6 cranes			11,83,680.00
Total cost of 6 cranes before availing ITC on GST			77,59,680.00
TCS @ 0.1% on total value of 6 cranes			7,759.68
Total cost of 6 cranes before availing ITC on GST + TCS @ 0.1%			77,67,439.68

Total Value of the order: Rs.77,67,439.68 (Rupees seventy seven lakhs sixty seven thousand four hundred thirty nine and paisa sixty eight only).

The detailed technical specifications, scope of supply of technical requirement as per Annexure A enclosed.

Terms and Conditions:

- Price: The Prices are FIRM on FOR Destination basis inclusive of packing & forwarding charges, Freight and transit insurance upto destination. However, for FOR destination supply, Freight charges shall be paid extra as applicable against documentary evidence subject to ceiling of Rs.53,000.00 per equipment. Safe arrival of the consignment at destination shall be your responsibility. As mentioned by you in General Commercial Template (GCT) of TPS, supply of Equipment will be made from DUDHOLA, PALWAL, Haryana.
- GST: GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable on equipment is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You should upload the Tax Invoices/ Debit Note/ Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

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3. **Delivery:** The delivery shall be completed within three (3) months to be reckoned from the 7th day of order date. Early supplies are acceptable. No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.

Grace Period: A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers. The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for deliveries and not for offering stores for inspection (in cases of pre- dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.

If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.

The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery

4. **Guarantee / Warranty / Special Guarantee:**

4.1-You shall warrant the equipment supplied under this contract. A- In accordance with the contract specification.
B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.
C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to you.
4.2 Special Guarantee : i. Body Chassis : 10000 Hrs and 36 months from the date of commissioning (Whichever is earlier). ii. Complete Engine system : 24 months or 6500 hours from the date of commissioning (whichever is earlier) iii) Hydraulic Pumps Motors and Cylinders :- 24 months or 6000 hrs from commissioning (Whichever is earlier). In case of any guarantee failure intimated reasonably in time to the supplier, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser
4.3-PERFORMANCE GUARANTEE
4.3.1-Availability guarantee : - The Mobile Crane shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning.
4.3.2-- The availability will be calculated as per the following formula. 8760-Down Time $\% \text{ Availability} = \frac{8760}{\text{Down Time}} \times 100$ where, Down time = Maint. hrs + B/d hrs.
4.4-PERFORMANCE BANK GUARANTEE
4.4.1- You to submit performance bank guarantee for 10% of the order value (landed cost) valid for a period of 15 months from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. Performance Bank Guarantee has to be submitted for the order value, which will be arrived at by adding all the Taxes applicable, such as GST to the FOR Destination Price of the materials on order. The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department.
4.4.2- The supplier shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 85%.
4.4.3- For every one percent fall in availability below 85%, 1% value (laded cost) of the equipment will be deducted.

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4.4.4- In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund the full amount in cost of equipment as per the supply order and the Supplier shall take back the equipment at no cost to the Purchaser.

In the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc., WCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by the supplier immediately, at site at no cost to the purchaser, or latest within 21 days of settlement of warranty claims. "At no cost to the purchaser" means, you will have to bear all the expenses upto the destination site i.e. Ex- works prices, GST, Insurance, Inland transportation charges etc. as applicable to ensure free delivery of warranty replacement at WCL sites.

In the event that the operation of the plant is inhibited or frustrated as a result of any design defect or a flaw in the workmanship, materials in the Equipment/ component then the period referred in the clauses for Composite Warranty/ Guarantee & Performance Guarantee shall be extended for a suitable period and you will have to undertake appropriate action for suitable rectification/ modification on the Equipment on topmost priority basis.

C. Guaranteed Availability: The mobile Crane shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning.

5. Performance Bank Guarantee: You have to submit performance bank guarantee as per format at Annexure - H & as per clause no 9, for 10% of the order value (landed cost) of equipment plus 1st to 7th year spares and consumables valid for a period of 15 months of from the date of Commissioning of EQUIPMENT to cover the guarantee period i.e. for Rs. 7,76,744.00 (rupees Seven lakhs seventy six thousand seven hundred forty four only) and the same shall be released on receipt of satisfactory performance throughout the guarantee period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending. The PBG should be on equipment wise.

The PBG extension, if any, shall be done on or before expiry of original date of expiry of bank guarantee. The Bank Guarantee shall be released after successful completion of the guarantee/ warranty and Performance Guarantee period after confirmation from GM(EXCV)HOD, WCL(HQ)s.

6. Inspection:

a. **Pre-despatch Inspection:** Pre dispatch inspection shall be carried out by CM(Excv), CIL, Bangalore / representative of GM(Excv) I/C, WCL Hqrs or any other agency appointed by WCL and Final inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. The equipment must be delivered at Consignee's project within 15 days or earlier from the date of inspection and clearance by CIL's / WCL's representative.

b. **Final Inspection:** Final inspection shall be carried out at the consignee stores

7. Payment Terms: Equipment and initial spares and consumables for 12 months to be supplied along with equipment: For Payment of equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment:

80% value of the equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and Acceptance of Performance Bank Guarantee valid for 15 months from the date of commissioning of all the equipment covered in the contract.

Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer of the technical department of the area / Area General Manager of WCL, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.

Freight charges shall be paid at actual subject to ceiling of the above given prices.

8. Security Deposit: You are required to submit the Security Deposit for an amount of 3% of the total landed value of the contract including all taxes, duties & other costs and charges, without considering the Input Tax Credit (ITC) against GST i.e. for Rs.2,33,024.00 (rupees two lakhs thirty three thousand and twenty four only). The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per clause no 9 and as per format enclosed as Annexure-G from a RBI Scheduled Bank in India (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued.

W. Kumar *W. Kumar*

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In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 3% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.

If you fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

If you fail to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.

In cases where the you will not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, **a penalty equivalent to 0.5%** (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

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

9 Bank Guarantee towards SDBG / PBG (as per clause no 14 of section III)

For arriving at the value for Bank Guarantee to be submitted, the order value will be arrived at by adding all the Taxes & Duties applicable to the Free Delivery at Site Price of the materials on order as applicable on the date of opening of price bid.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	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

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 to " General Manager (MM) I/c, Materials Management Wing, Western Coalfields Limited, HQ, Coal Estate, Civil Lines, Nagpur - 440001, Maharashtra" by Registered Post/AD.

W. K. Kite
Ujjwal Kite

Ujjwal Kite

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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 on line 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.

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.

10. Consignee & Allocation:- GSTIN no 27AAACW1578L1ZW (for areas in Maharashtra State)

Qty	Area	Project	POSTAL ADDRESS OF THE CONSIGNEE
2 nos	Ballarpur	Pouni Expn II OCM - 2 nos (additional)	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti colliery Distt Chandrapur (M.S) 442 701
1 no	Majri	New Majri OC - 1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
1 no	Umrer	Umrer OC - 1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Umrer area, PO : Umrer Project, Distt:-Nagpur (M.S) 441204
1 no	Wani	Naigaon - Bellora (additional) - 1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus Colliery, Distt:-Chandrapur (M.S) Pin: - 442 505
1 no	Nagpur	Adasa UG to OC - 1 no	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area, PO : Silewara Colliery, Distt:-Nagpur (M.S) 441109

11. Paying Authority: General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440001.

12. EFT Details (Bank mandate submitted by you is enclosed at Annexure "J")

Name of the Bank	ICICI Bank Ltd
Branch & Location	CIBD, Booth no 104-105, District Center, Sector -16, Faridabad, Haryana
Account Number	008351000007
Nature of Account	Cash Credit
IFS CODE of the Branch	ICIC0000083

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

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

- To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or
- 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
- 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,
- To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- To forfeit the security deposit full or in part.
- Whenever under this contract any sum of money is recoverable from and payable by the supplier,

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

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of Liquidated Damages.

15. SUBMISSION OF BILLS:

a. **For claiming 80% payment for equipment & 100% payment of 1st year Spares**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
- (ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017), if applicable.
- (iii) Consignment note / RR/ LR in original.
- (iv) Warranty / Guarantee certificate, if applicable.
- (v) Manufacturer's test certificate, if applicable.
- (vi) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- (vii) Price Certificate and Price Fall Certificate
- (viii) Any other document indicated elsewhere in the order & specifications

b. **For Claiming 20% payment of Equipment and the following documents are to be submitted**

- (i) Pre-receipted and stamped bill for 20% payment.
- (ii) Commissioning Certificate from the respective Area General Manager / Staff Officer (Excv) of area
- (iii) Any other document indicated elsewhere in the order

16. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions; epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, un damaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

17. Lowest Price Certificate: You have undertaken that the prices quoted by them for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization and also to submit the certificate as under:

"This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization".

18. Price Fall Clause: "You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

- (i) The currency of contract will mean the period till completion of supply.
- (ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or

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Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

- (iii) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. "

19. **Risk Purchase Clause:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- When the supplier fails to deliver the materials even after extending the delivery period.
- When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

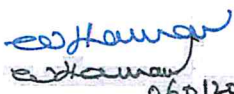
20. **Manufacturing certificate:** As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.


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

21. **Settlement of Disputes through Court of Law of Competent Jurisdiction:** The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract. Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law

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

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


06/01/2021
(Dr. Y. Venkata Ramana)
Chief Manager (MM)

Yours faithfully

6/1/2021
(K S R Divakar)
Chief Manager (MM)

Enclosures:-

Annexure-A : Scope of supply, Technical specifications, ARAI Certificate, Brochure

Annexure B: Tool KIT

Annexure-C: List of Spares and Seals for 3000 hours of operation

Annexure-D: Major Bought out items list

Annexure-E: Oil and Lubricant chart

Annexure-F: Bank Mandate

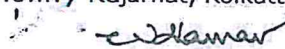
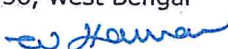
Annexure-G: Security Deposit Bank Guarantee format

Annexure-H: Performance Bank Guarantee format

Annexure-I: General Conditions of the Contract

Copy to :

- GM(Excv) HOD, WCL(HQ), Nagpur
- AGM / SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Majri / Nagpur / Umrer / Wani / Ballarpur
- GM(CP)/ GM(Fin.) I/c -1 / GM(Fin) I/c-II/ GM(P&P) , WCL Hq., Nagpur
- RD, CMPDIL, RI IV, Nagpur
- GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL
- TS to DT(P&P), WCL, Nagpur
- Chief Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs.77,67,439.68
- GM(Excv), EED, Coal India Ltd., "Coal Bhawan", Premises no 04 MAR, Plot No AF III Action Area 1A, New Town, Rajarhat, Kolkatta 700156, West Bengal



7/18

SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eq pt Ltd

This is issued with the approval of Director (Tech)

Indent details: Indent No. 1489 dated 04.08.2020.

Budget Reference: Capital Budget : WCL/CAP/HEMM/2020-21/12/06/39 Dated, 05.01.2020 for Rs.77.68 lakhs (Rupees seventy seven lakhs and sixty eight thousand only.



06/01/2021
Chief Manager(MM)



6/1/2021
Chief Manager(MM)

TECHNICAL SPECIFICATIONS

Specification Parameter	Value
1.1 Pick and carry Hydraulic Crane - 12T as per the Technical Specifications given : 2 nos	
1.2 Pick and carry Hydraulic Crane - 12T as per the Technical Specifications given : 4 nos	
1.3-BOOM: Heavy duty, hydraulically operated 3-stage/part, telescopic extension boom.	
a-Maximum Reach: 9.9 Mtrs	
b-Minimum Reach: 2 Mtrs	
1.4-LOAD	
a-Min. : 12 MT at a Radius of 1.75 Mtrs.	
b-Mini.: 1.5 MT at maximum boom length (Horizontal).	
1.5-PARAMETERS TO BE INDICATED	
A- PICK AND CARRY HYDRAULIC MOBILE CRANE	
1) Make	ACE make
2) Model	12XW 3 part 12.90 mtr height fitted with SLI
3) Type	Pick & Carry
4) Max. over all length	16.2 mtr.
5) Max. over all width including tyres	2.4 mtr.
6) Max. over all weight	9800 Kgs.
7) Clearance diameter – boom at carry	1.7 mtr.
8) Max. over all height – boom at full raise	12.9 mtr.
B-ENGINE- BS-III / IV standard	
1) Make	SIMPSON
2) Model	S433(I) F1 (CEV BS-III)
3) Type	DIESEL
4) BHP @ RPM	48 BHP @ 2200 RPM
5) No. of cylinders	4 nos.
C-TRANSMISSION	
1) Make	ACE Make
2) Type	Heavy Duty Sliding Mesh
3) No. of Gear speeds – forward and reverse	6 FWD & 2 REV
4) Max. Travel speed - forward and reverse	Fwd: 28 Kmph without load Rev. : 3.75 Kmph
D- HYDRAULIC CONTROL VALVE,	
1) Make	Hydro Control
2) Model	D4/4
3) Type	4 spool control valve
E-PUMP	
1) Make	ACE/VELJAN/YUKEN
2) Model	14 Galon
3) Type	Intra Vane Type main pump
4) Operating pressure	2500 psi
F- TELESCOPIC BOOM	
1) No of Stages	2 Part Slotted
2) Total length of Boom	9.9 mtr.
3) Length of each stages	2500 mm

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SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eqpt Ltd

4) Boom raising / lowering time	20 Sec / 16 Sec
5) Telescopic Extension in/time out	21 Sec
6) Hoist hook speed	50 mtr/min(Line speed)
7) Hoist Rope dia	13 mm
G-TYRES	
1) Type & make	BIRLA/JK/MRF/Ceat
2) Size front/rear	Front: 11.00X20 Rear : 13.00X24
3) Ply rating front/rear	Front: 16 PR Rear : 12 PR
4) Tyres pattern front/rear	Heavy duty industrial for crane use
5) Rim size	Front : 7.00 x 20 Rear : 24 x 9.00
H-ELECTRIC SYSTEM	
1) Starter make & model	12V DC
2) Alternator make & model	PMP or equivalent as per engine OEM
3) Battery make & Nos. of Battery	Livguard/Exide/Amron, 1 no. battery.
4) Lighting details front/back/side	5 front, 4 back side
I-STEERING	
1) Type & make	Hydraulically Operated Stick SteeringMake : Hydro Control
2) Steering Angle (each side)	55°
J-FRONT BRAKE	
1) Type	Hydraulic Brake
2) Actuating system	Pedal Operated
K-REAR BRAKE	
1) Type	Mechanical Brake
2) Actuating system	Pedal Operated
L-PARKING BRAKE	
1) Type	Mechanical
2) Actuating system	Hand Operated
2.0-COMPOSITE WARRANTY/ GUARANTEE:	
2.1-You shall warrant the equipment supplied under this contract.	
A- In accordance with the contract specification.	
B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.	
C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to you.	
2.2 Special Guarantee :	
i. Body Chassis : 10000 Hrs and 36 months from the date of commissioning (Whichever is earlier).	
ii. Complete Engine system : 24 months or 6500 hours from the date of commissioning (whichever is earlier)	
iii) Hydraulic Pumps Motors & Cylinders: 24 months or 6000 hrs from commissioning (Whichever is earlier).	
In case of any guarantee failure intimated reasonably in time to the supplier, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser	
3.0-SITE CONDITIONS	
3.1-Max./min. ambient air temperature: 50° C/5° C	
3.2-Relative humidity (Max.): 98.00%	
3.4-Altitude (From MSL) min./max.: 100 M/1000 M	
3.5-Environment (Atmosphere): Dusty, Hot, Humid & Rainy	
3.6-Wind speed (min./max.) Km/hr: 8 to 100	
3.7-Road: Rough terrain, Mine floor	

Signature
Signature

Signature *Signature*

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4.0-STANDARDS

4.1-The equipment shall have to meet approval of the statutory Government Authorities (if applicable).

4.2-The standards to be followed as per BIS/ISO/International Standard/SAE wherever it is applicable for Earth Moving Machinery (Mobile crane) and the self attested photo copy of Standard References shall be enclosed suitably for ENGINE, hydraulic brakes, steering, operator's cabin, controls, displays, guards and shields, ground speed, turning dimension, Determination of stability, lifting appliances, Drum and sheave sizes, power drive motors etc.

4.3-The crane should be tested and approval by Automotive Research Association of India for getting the same registered with local R.T.O.

5.0-SCOPE OF SPECIFICATION

5.1-This specification is intended to cover the technical requirements and type for the design, manufacture, testing, delivery, on site erection and commissioning of a diesel powered, self propelled hydraulically operated mobile service crane having lifting capacity -12 MT

6.0-SPARE PART PROVISION

6.1- You shall warrant that sufficient spares and servicing facility will be available to maintain the equipment in use throughout its life.

6.2-LIFE TIME SPARE PARTS: You have undertaken and guaranteed to produce and maintain stock to be available for purchase by the purchaser under separate agreement of all spare parts and consumables as may be required for maintenance and repair of the machine throughout its working life. In the event you wishes to terminate production of such spare parts, the supplier shall

(a) give six months notice in writing prior to terminate the production of spare parts in order to permit reasonable time to procure needed requirements, and

(b) immediately following termination provide to the purchaser at no cost, manufacturing drawings, material specification and all necessary permission to facilitate manufacture of the spare parts elsewhere.

7.0-TECHNICAL PARAMETER

7.1-ENGINE: Diesel operated, water cooled. The same Engine to be used for powering both the system, for movement of the vehicle as well as for crane operation

7.2-TRANSMISSION: Heavy duty transmission suitable for specified crane operation.

7.3-SPEED: 4 forward and 1 reverse speeds on both High and Low Selector. (Travel speed shall be restricted as per safety norms).

7.4-ANGLE OF SWING : 45° on either side

7.5-HOIST: Rope compensated hoist hook (Boom hoisting should be operated through hydraulic system).

7.6-BRAKES: The machine should have efficient braking system in all wheels (Front & Rear) actuated by a single brake pedal.

7.7-PARKING BRAKE: Suitable parking brake shall be provided.

7.8-FUEL TANK: Capacity of fuel tank shall be suitable for 16 hrs continuous operation of machine.

7.9-TYRES: Tyres of Front and Rear wheel shall be adequate size, heavy duty suitable for rough terrain in mining application and preferably selected from Indian manufactures.

7.10-OPERATOR'S CABIN:

A-A fully insulated, lockable operators cabin with fully adjustable suspension seat, wind screen in all the sides for clear visibility, wind shield wiper along with cooling fan.

B-All operating controls, monitoring and working signals should be conveniently located in the consoles within easy reach of the operator and shall comply with specific ISO/ BIS/ IS (as applicable).

7.11-ELECTRICALS

A-12V DC electrical system with suitable rated alternator of reputed make.

B-High capacity battery of reputed make for electric start, lights, indicator, horns etc. (with a battery isolation switch).

C-All the electrical circuits shall be protected by adequately rated fuses.

7.12-LIGHTS:

A-Front and rear lights as per standard norms of ISO/BIS/IS/SAE (as applicable)

B-Stop and tail light as per standard norms of ISO/BIS/IS/SAE (as applicable)

C-Instrument panel and cabin lights as per standard norms of ISO/BIS/IS/SAE (as applicable)

D-Fog lamps as per standard norms of ISO/BIS/IS/SAE (as applicable)

7.13-HYDRAULIC SYSTEM: Adequate capacity hydraulic pump shall be provided with control valve for safe operation and pressure relief valve for precision control for rated output.

7.14-MONITORING / SAFETY ITEMS

Signature

Signature

SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eqpt Ltd

- A-Gauges & indicator:
- B-Water temperature meter
- C-Engine oil pressure gauge
- D-Fuel capacity meter/gauge
- E-Engine hour meter
- F-Safety devices:
- G-Over load warning system
- H-Over hoist warning system
- I-Hydraulic oil temperature gauge
- J-Safety brakes in hoist
- K-Indicator for power
- L-Warning Alarms: Audio-visual warning alarms for
 - (1) Reversing
 - (2) Engine oil pressure.

M-Guards and shields: Adequate guards and shields, which comply with relevant ISO/ BIS/ IS/ SAE shall be provided through-out the machine.

N-Fire Extinguisher: The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 Kg (min.) and shall comply with Indian Standard IS:2171-1999/IS.

O-Erection/Assembly, commissioning and performance testing

P- You shall provide the services of specialist technician to supervise the installation/ erection/assembly, commissioning and any performance testing of the equipment and accessories supplied.

8.0-TRAINING

8.1- You shall also be responsible for the provision and delivery content of any suitable training programme necessary for operation and maintenance of the equipment.

9.0-SUPPLEMENTARY ITEMS

9.1-The equipment shall be provided with a comprehensive tool kit, which shall include all special tools required for erection, commissioning and for the maintenance and repair purposes.

9.2-First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.

9.3-All filters and 'O' rings except standard engine filters required for first 3000 working hours.

10: SUPPLIER'S RESPONSIBILITY: 10.1- You shall accept responsibility for the provision of complete operable and compatible equipment and systems within the scope of supply. Apart from the major items as indicated in the specification supplier shall ensure that the total supply includes all necessary equipment for it to function effectively and safely. Any additional items the supplier considers necessary to ensure compliance with such a requirement shall be identified and included.

10.2-Any other item not indicated above but required for the completeness of the equipment is /are included in the scope of supply

11.0-PERFORMANCE GUARANTEE

11.1-Availability guarantee : - The Mobile Crane shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning.

11.2-- The availability will be calculated as per the following formula.

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

where, Down time = Maint. hrs + B/d hrs.

12.0-PERFORMANCE BANK GUARANTEE

12.1- Successful tenderer will have to submit performance bank guarantee for 10% of the order value (landed cost) valid for a period of 15 months from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. Performance Bank Guarantee has to be submitted for the order value, which will be arrived at by adding all the Taxes applicable, such as GST to the FOR Destination Price of the materials on order. The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department.

12.2- The supplier shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 85%.

12.3- For every one percent fall in availability below 85%, 1% value (laded cost) of the equipment will be deducted.

12.4- In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund the full amount in cost of equipment as per the supply order and the Supplier shall take back the equipment at no cost to the Purchaser.

13.0-DOCUMENTS TO BE SUBMITTED WITH THE SUPPLIES

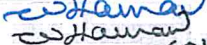
13.1-Suitably illustrated copy of operating, repair and maintenance instruction manual for all the equipment, in English language - 2 Sets.

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13.2-Illustrated copy of detailed spare parts manuals covering all plant, equipment and accessories - 2 Sets.
13.3-Detailed drawings illustrating erection/assembly for the equipment - 2 Sets.
13.4-All the test certificates.
13.5-Statutory documents (if any).
13.6-Inspection and guarantee/warranty certificate.
13.7-Self attested photo copies of standard references related to BIS/IS/ISO/SAE as applicable/ followed.
13.8-Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable.


06/01/2021
Chief Manager(MM)

 6/1/2021
Chief Manager(MM)

ARAI/CMVR-CEV/2740B(E3-276)/2011-093

Date: 12th April 2011

CERTIFICATE

FOR COMPLIANCE TO THE CENTRAL MOTOR VEHICLES RULES
(CONSTRUCTION EQUIPMENT VEHICLES).

Cert	Brief	Drg	Total
2	0	1	12 Pgs.

- Based on the verification of documents and trials conducted on the base model "12XW", Hydraulic Mobile Crane 14 Tons Tipping Capacity, manufactured by M/s. Action Construction Equipment Ltd., Jajru Road, 25 Mile Stone, Mathura Road (Jharsenthli), Ballabgarh-121004, Faridabad, Haryana, it is certified that the following base model and its variant, fitted with S433 (I) F1 (CEV BS III) engine (manufactured by M/s. Simpson & Co. Ltd.), comply with the provisions of the Central Motor Vehicles Rules, 1989, as amended up-to-date, as detailed at ANNEXURE-I & IA.

BASE MODEL	TYPE	CATEGORY	ULVI, kg	Seating Capacity (Incl. Driver)
12XW	Hydraulic Mobile Crane 14 Tons Tipping Capacity	As per AIS-053 "C"	8900	1 Person
VARIANT				
12XW-I				
Diesel Engine Power	35.70 kW @ 2200 rpm	Cubic Capacity	3300 cc	

The brief technical specification No. ACE/S.ENGINE BSIII/12XW/14A of the base model and its variant, are enclosed. The detailed specifications No. ACE/S.ENGINE BSIII/12XW/14A duly endorsed, are also issued separately to the CEV manufacturer.

- This Certificate is issued as per CMV Rule 126, to establish compliance with the Central Motor Vehicles Rules, 1989 and shall not be construed as a certificate of compliance to any rules other than those listed in ANNEXURE-I & IA.
- This Certificate is issued for the above CEV base model and its variant subject to the conditions given below the table:

Construction Equipment Vehicles		Effective From	Notification No.	Date
Hose Emission	Bharat Stage II-CEV	01.10.2007	GSR 276(E)	10.04.2007
	Bharat Stage III-CEV	01.04.2011		
Applicability for the respective CMV Rules Notified		27.08.2002 (Ref: GSR 242 (E) dt. 28.3.2002)	GSR 644(E)	26.07.2000
		27.08.2002	GSR 116(E)	27.02.2002
Category of the Vehicle / Embossment of Engine & Chassis No./Lighting & Signalling Requirements and other Safety Components	Notified dates		S.O 1365(E)	13.12.2004
			S.O 451(E)	30.03.2005
			GSR 536(E)	10.09.2005
			GSR 784(E)	12.11.2008

- Further ARAI issues Type Approval Certificates for vehicles / components / parts / assembles etc. based on the documents produced / submitted by the customer and on these basis, the vehicles are examined and if approved, the certificate is issued. ARAI is in no way responsible for any misuse of copying of any design / type / system in connection with entire vehicle / components / parts and assemblies. Breach of any statutory provision of Indian laws or laws of other countries, will be the sole responsibility of the customer and ARAI shall not be liable for any claims or damages, made by the party. Whosoever, the customer shall alone be liable for the same, and undertakes to indemnify ARAI in this regard. Further, the ARAI has the right to initiate cancellation / withdrawal of the certificate issued, in case of any fraud, misrepresentation, when it surfaces and comes in the knowledge of ARAI. The appropriate local courts at Pune shall have the jurisdiction in respect of any dispute, claim or liability arising out of this certificate / Report.

AUTHORISED SIGNATORY,

Shrikant R. Marathe

SHRIKANT R. MARATHE
DIRECTOR,
ARAI, PUNE.

Page 1 of 2

Rashmi Urdhwarshie
Mrs. RASHMI URDHWARESHE,
SR. DEPUTY DIRECTOR,
HOMOLOGATION MANAGEMENT & REGULATION
ARAI, PUNE.
Place of Issue : Pune



Regd. Office : S.No. 102, Vetal Hill, Off Paud Road, Kothrud, Pune 411 038 (India) Postal Address : P. B. No. 832, Pune 411 004 (India)
Tel : +91-20-3023 1111. Fax : +91-20-2543 4190. Email : director@araindia.com
Website : www.araindia.com

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24 AUG 2011

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ANNEXURE-I

To
CMVR Certificate No: ARAI/CMVR-CEV/2740B(E3-276)/2011-003 dt. 12th April 2011

Following rules are verified and found to be complying.

Rule No.		Sub Rules
Rule 93	- Overall dimensions of construction equipment vehicles	
Rule 94	- Condition of tyres	(1A), (3A), (4A), (6A) & (7A)
Rule 95	- Size and ply rating of tyres Fr: 11.00x20-16PR Rr: 14.00x25-20PR/ 13.00x24-12 PR	(1), (2) & (3)
Rule 98 A	- Brakes for construction equipment vehicle	(1), (2), (3) & (6)
Rule 98 A	- Steering gears for construction equipment vehicles	(1), (2), (3), (6), (7) & (7)
Rule 99	- Forward and backward motion	(1), (2) & (3)
Rule 100	- Safety glass (Laminated Safety Glass)	
Rule 101	- Windscreen wiper (Power Operated)	(3A)
Rule 102	- Signalling devices, direction indicators and stop lights	(2A)
Rule 103	- Position of the Indicator	(1) & (2)
Rule 104 A	- Filament of reflectors on construction equipment vehicles	(1) & (2)
Rule 105	- Lamps	(i), (ii), (iii), (iv), (v), (vi) & (vii)
Rule 106	- Deflection of lights	(1)(d), (2)(ii), (3A), (6) & (8)
Rule 107 A	- Implement lights for construction equipment vehicle	(1)
Rule 108 A	- Use of red or white light on construction equipment vehicles	---
Rule 109	- Parking light	---
Rule 111	- Prohibition of spot lights, etc.	---
Rule 112	- Exhaust gases	*
Rule 113	- Location of exhaust pipes	---
Rule 115 A	- Emission of smoke and vapour from agricultural tractors and construction equipment vehicles driven by diesel engines (Bharat Stage III - CEV)	(1), (2), (3), (4) & (6)
Rule 117	- Speedometer	Not Applicable
Rule 119	- Horns (As amended by GSR 784(E) ref. ANNEXURE-IA)	(1) & (3)
Rule 120	- Silencers	*
Rule 121	- Painting of Motor Vehicles	(1)
Rule 122	- Embossment of the chassis number & engine number & date of manufacture	(1A) & (2) (As amended by GSR 784(E) ref. ANNEXURE-IA)
Rule 124	- Safety standards of components (As amended by GSR 784(E) ref. ANNEXURE-IA)	S. O. 1365(E) dt. 13.12.2004
		Automobile Lamps including CEV's
		Performance of Lighting & Light signaling system
Rule 125 A	- Safety belt, etc. for construction equipment vehicles	1 AIS:034/2004 w.e.f 01.10.2005 20 SS 15.1 w.e.f 13.12.2004

*To be verified after notification for applicability of the respective rules.

ANNEXURE-IA

CMV Rule	Test Standards	Effective From	Compliance Verified	
2	Definitions (Classification for the Construction Equipment Vehicle) - C	AIS:059:2009	12.11.2009	✓
122 (1-A)	Embossment of the chassis number & engine number	Height of chassis number	01.04.2009	✓
CMV Rule 124(4) : The procedure for type approval and establishing conformity of production for components				
Sl. No. 1 & 3	Safety Glass, Horn	AIS:037-2004	01.04.2009	✓
Sl. No. 7	Bulb		01.10.2009	✓
Sl. No. 17, 18	Retro-reflector, Lighting and Signalling devices,		01.04.2010	✓

AUTHORISED SIGNATORY,

Pune
Mrs. RASHMI URDHWARESHE,
SR. DEPUTY DIRECTOR,
HOMOLOGATION MANAGEMENT & REGULATION,
ARAI, PUNE.



Heard
SHRIKANT R. MARATHE
DIRECTOR,
ARAI, PUNE.

Emission Test Report No: (S433 (I) F1 Engine) TA-CEV (Bharat Stage III)/ELTR/10/13 dt. 12.04.11



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24 AUG 2011

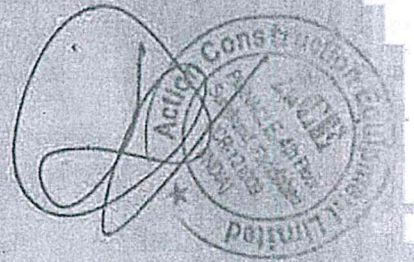
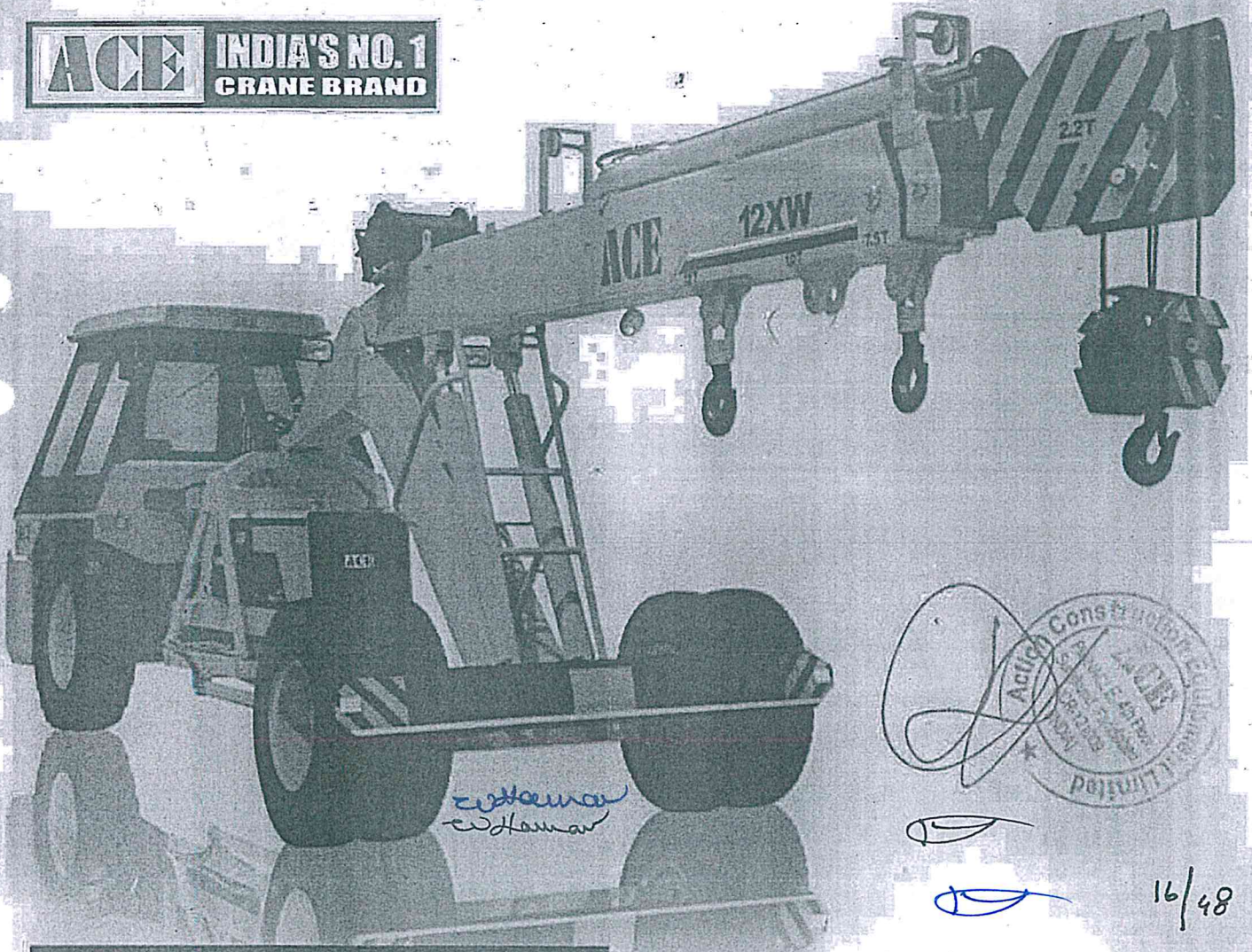
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ACE 12XW

Hydraulic Mobile Crane

12 tonnes Capacity.
Rough terrain and rugged
articulated pick n move crane.

ACE INDIA'S NO. 1
CRANE BRAND



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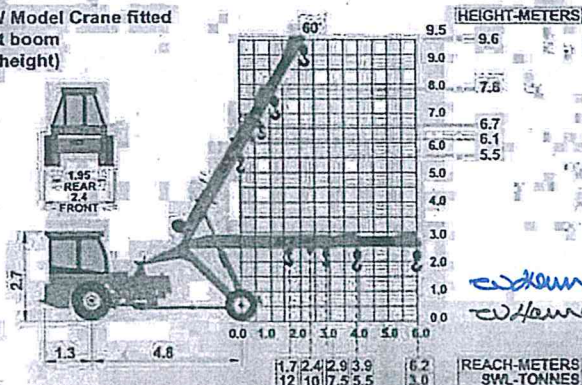
Specifications

12XW

LIFTING CAPACITY (Free on wheels)	12 Tonnes
ENGINE	Simpson's S433(I) F1 (CEV BS-III), 4 cylinder, water cooled diesel engine or suitable equivalent engine.
Rated Power	48 BHP (36KW) at 2200 RPM.
TRANSMISSION	Heavy duty, sliding mesh with 6 forward and 2 reverse speeds with high low range selector.
Clutch	Heavy duty, single, dry friction, cerametallic clutch plate with diaphragm type pressure plate.
Top Speed	28 KMPH without load.
POWER STEERING	55° articulation through 2 hydraulic cylinders on either side and turning radius of 6.5 Mtrs. (approx) on outer edge of rear wheels.
BRAKES	Pneumatically assisted hydraulic brakes. Front and rear brakes are actuated through a single pedal. Parking brake is Provided.
HYDRAULIC SYSTEM	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Gear/Intra vane type main pump. <input checked="" type="checkbox"/> Four spools control valve. <input checked="" type="checkbox"/> Suction line has 100 mesh size strainer while return line is fitted with 25 micron full flow filter. <input checked="" type="checkbox"/> Two double acting lift cylinders, two double acting steering cylinders and one double acting extension cylinder.

ELECTRICAL SYSTEM	12V. Negative earth with 35 Amp. alternator and 75 Amp. hr. battery.
TELESCOPIC BOOM	Two part boom with hydraulically operated extension.
Telescoping Time	12 Seconds.
BOOM LUFFING	
Range	-5° to + 60°
Time	21 Seconds.
HOIST	Winch is driven by hydraulic motor employing 4 falls of 13 mm dia rope and fitted with hook block.
Hoist Speed	50 Mtrs./Min. (Line speed)
TYRES	
Front	11.00 x 20 - 16 PR (4 Nos.)
Rear	13.00 x 24 - 12 PR (2 Nos.)
SAFETY	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Audio overload indication. <input checked="" type="checkbox"/> Hose failure protection. <input checked="" type="checkbox"/> Audio over hoisting indication. <input checked="" type="checkbox"/> Safety brakes on hoist. <input checked="" type="checkbox"/> Cylinder guards.
FLUID CAPACITIES	
Air Cleaner	0.75 Ltrs.
Engine	8.00 Ltrs.
Fuel Tank	45.00 Ltrs.
Hydraulic Tank	125.00 Ltrs.
Transmission	48.00 Ltrs.
STANDARD EQUIPMENT	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> ROPS fully enclosed wide view cabin with rotomould canopy. <input checked="" type="checkbox"/> Front tyre protector. <input checked="" type="checkbox"/> Front and rear work lights. <input checked="" type="checkbox"/> Reflectors & rear view mirror. <input checked="" type="checkbox"/> Tool kit. <input checked="" type="checkbox"/> Gauges :- <ul style="list-style-type: none"> a) Water temperature. b) Engine oil pressure. c) RPM meter cum hour recorder. d) Air pressure.

ACE 12XW Model Crane fitted
with 2 Part boom
(9.6 mtrs. height)



OPTIONAL EQUIPMENT

- Fly jib. (1.25 tonnes max capacity).
- Steering Wheel.
- Air Brakes.
- Boom (height 11.25 mtrs or 12.9 mtrs).
- Spark arrestor.
- Fire extinguisher.
- City type double driving cabin.
- Over hoisting hydraulic cut off.
- Safe load indicator / LMI.
- Slotted boom.

OPERATING WEIGHT

9250 kgs. (for 2 Part).
9800 kgs. (for 3 Part - 11.25 Mtrs.).

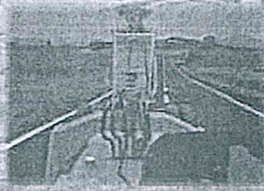
NOTE: All above specifications are pertaining to 12XW model fitted with 2 part boom

ACE

9000 SERIES



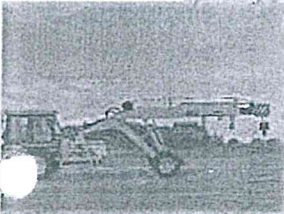
STEERING WHEEL & CONTROLS
Steering wheel is provided as an optional feature, which along with ergonomically placed operator console and instrument cluster ensure ease of operation.



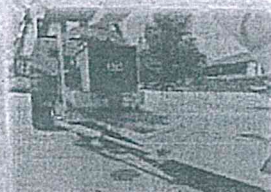
2 INCREASED VISIBILITY
Bigger size front windscreen and re-routing of hoses provide much better front visibility.



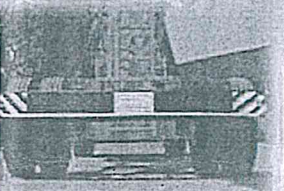
3 ROPS CABIN
Wide view ROPS cabin for better visibility.



TRAVEL SPEED
Travel speed of 28 kmph provides for quick intersite movements.



6 STEERING CYLINDERS
880 mm stroke cylinders ensure proper steering even in loose, sandy & rocky terrains.



5 MAIN FRAME
Heavy duty & robust construction.

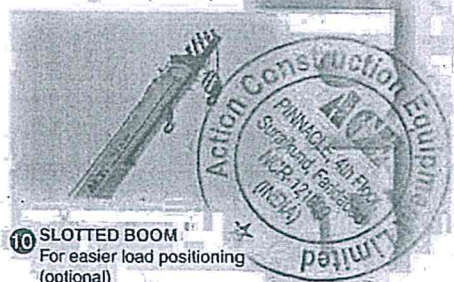


8 CITY TYPE DOUBLE DRIVING CABIN (OPTIONAL)

GROUND CLEARANCE
High ground clearance of 400mm for easier rough terrain operation.



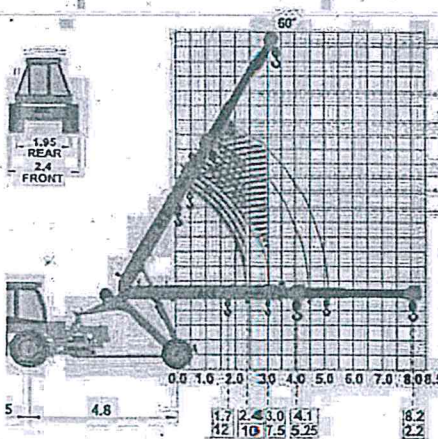
SELF ADJUSTING HOOK BLOCK
Provides for safe load extension and prevents damage of wire rope (optional).



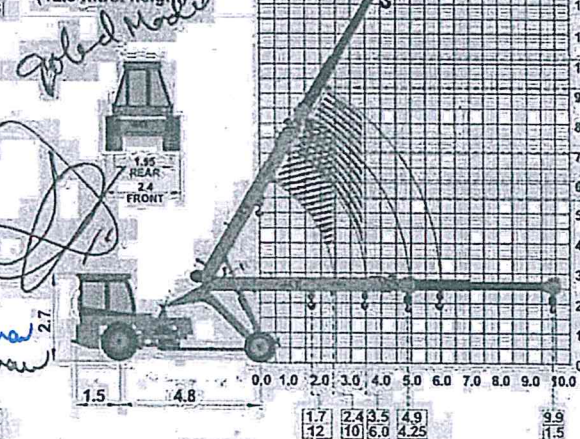
10 SLOTTED BOOM
For easier load positioning (optional)



E 12 XW Model Crane fitted with 3 part boom (11.25 mtrs. height)



ACE 12 XW Model Crane fitted with 3 part boom (12.9 mtrs. height)



HEIGHT-METERS

REACH-METERS SWL-TONNES

REACH-METERS SWL-TONNES

BUILT TO PERFORM

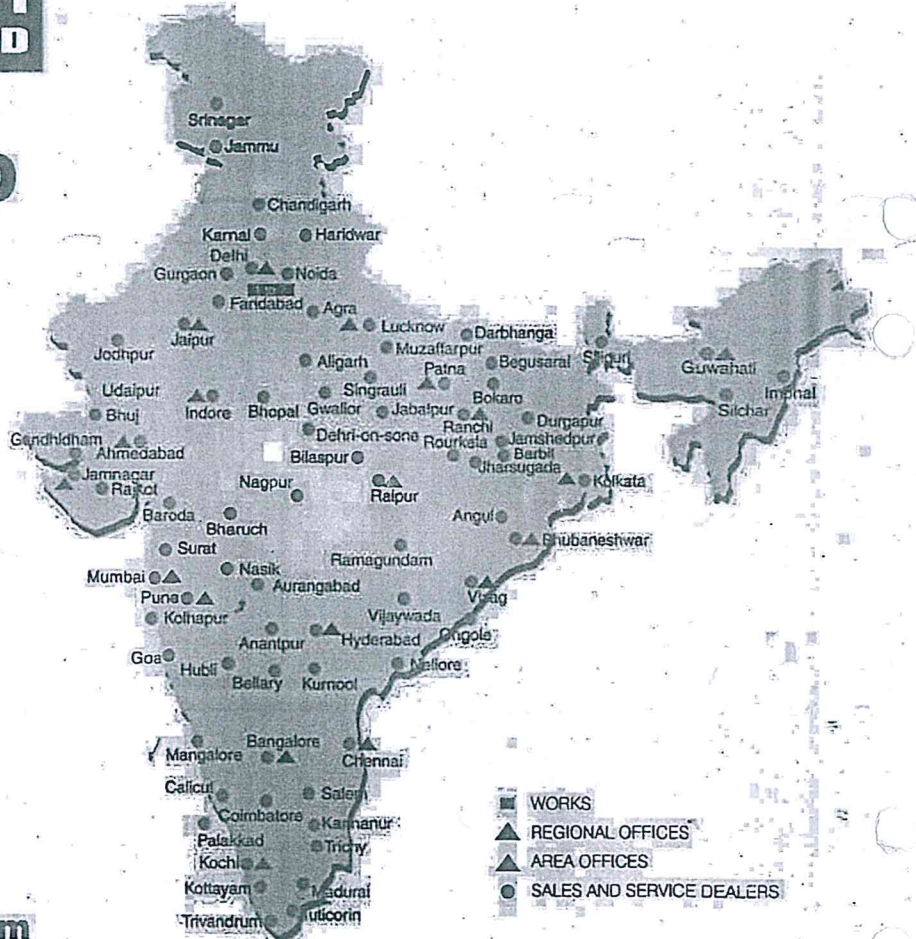


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INDIA'S NO. 1 CRANE BRAND

RELIABLE AND DEPENDABLE EFFICIENCY

NETWORK



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1800 1800 004**

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E-mail: acechennai@ace-cranes.com

HERE TO SERVE YOU.

SPARE PARTS & SERVICE

ACE has all India Sales and Service network operating out of all the major cities. These outlets are fully equipped to provide genuine spare parts and services by company trained engineers. These outlets are further supported by company officials based at Delhi, Mumbai, Chennai, Kolkatta, Ahmedabad, Surat, Pune, Jaipur, Chandigarh, Ranchi, Raipur, Indore, Bhubneshwar, Lucknow, Jamnagar, Hyderabad, Bangalore, Guwahati, Patna, Vizag & Kochi.

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Contact:



Detail Technical Description of Hydraulic System

ACE

may be prevented by:

- a) Locking of the impeller by ice due to the pump drain hole being blocked by sediment.
- b) The locking of the seal through the freezing of globules of moisture between the seal and the gland.
Operators are therefore advised to take these precautions when operating in temperatures below freezing point:
 - 1 Before starting the engine, turn the fan and water pump by hand: this will indicate if freezing has taken place. If freezing has taken place, this should free any ice formation.
 - 2 If it is impossible to turn the pump by hand, the radiator and engine should be filled with warm water.
After an anti-freeze solution has been used, the cooling system should be thoroughly flushed in accordance with the manufacturer's instructions before refilling with normal coolant.
If the foregoing action is taken, no harmful effects should be experienced, but Simpson & Co. Ltd., cannot be held responsible for any frost damage or corrosion which may be incurred.

☆☆☆

HYDRAULIC SYSTEM GENERAL

DESCRIPTION

The pump draw oil from the reservoir and feeds it to the Control Valve (Spool type). So as long as the Control Valve Spools are in the neutral position, oil flows freely through the control valve & to the reservoir. There is no load on the pump at this stage. When any of the control valve spools are operated from the neutral to an operating position, the flow of oil is directed to the associated cylinder to get the desired motion. The load on the pump is directly dependent on the pressure developed to overcome the resistance offered by the hydraulic circuit.

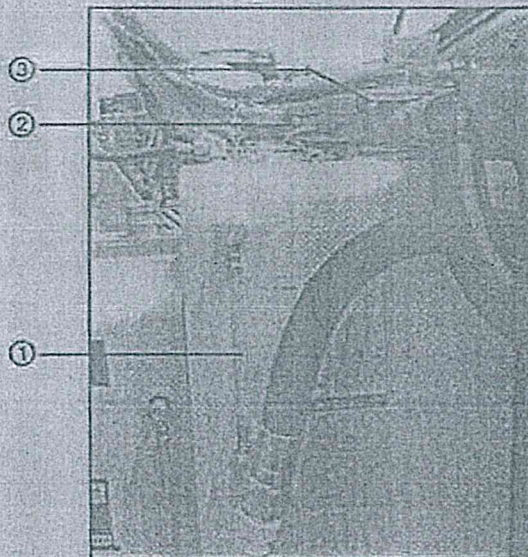
Since pump is directly coupled to the engine, the flow of oil through the actuators can be directly controlled by the accelerator. Hence, larger engine RPM's result in faster cycle timings.

Hydraulic actuators for performing various functions applicable as per model are:-

- | | |
|----------------------|------------------------|
| 1 Steering Cylinder | 3 Telescoping Cylinder |
| 2 Main lift Cylinder | 4 Winch (Hoist) |

OIL RESERVOIR

Large capacity of the tank offers fast cooling rate in addition to help air free supply of oil to the pump. Baffles provided in the tank offer better cooling. A strainer provided at the suction inlet prevents dirt and contamination from entering the pump. A vent opening provided with a larger capacity air breather. An eye level indicator enables the operator to check the oil level in the tank. A diffuser on the return line has been provided to enable oil to mix and avoid any turbulence in the oil. A magnetic plug has also been provided at the bottom to entrap ferrous particles in the tank.



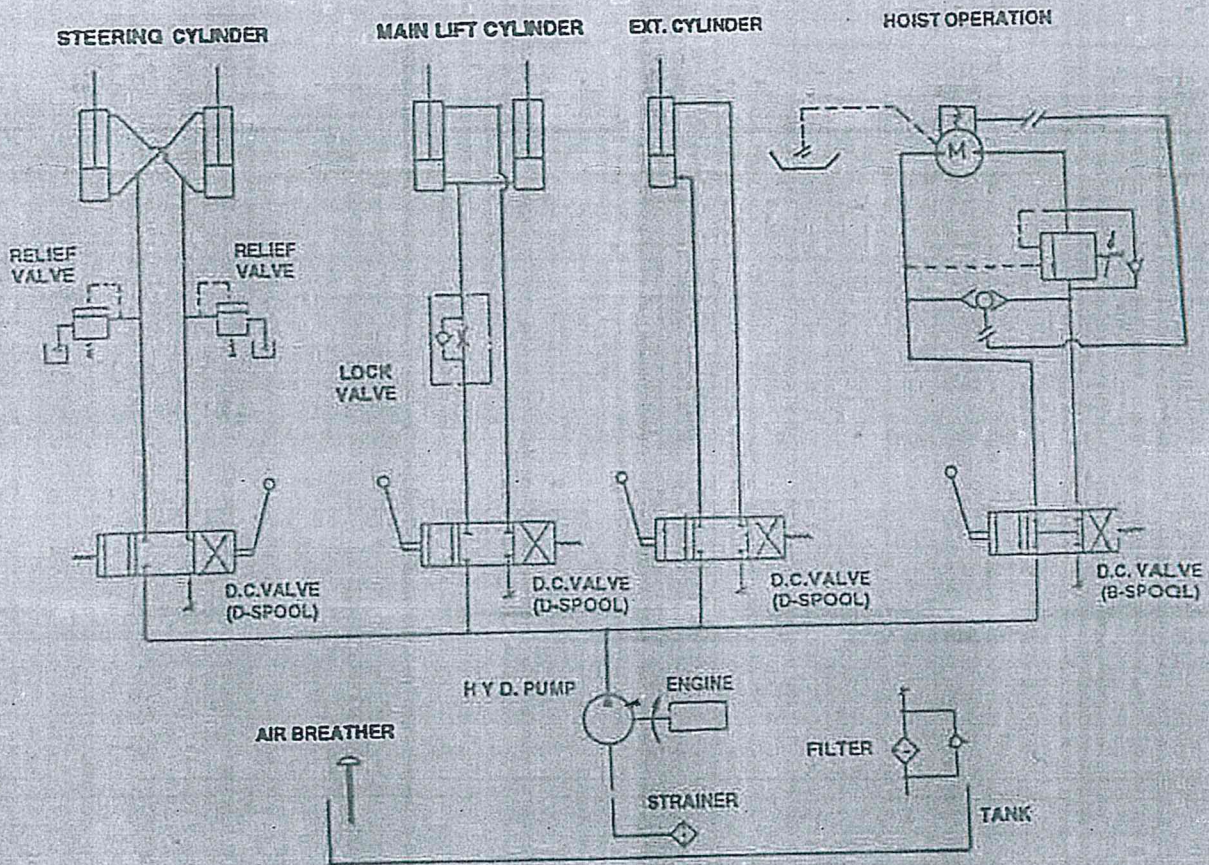
- 1 Level Indicator
- 2 Filler Cap Cum Breather
- 3 Return Filter



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HYDRAULIC CIRCUIT SCHEMATIC RHINO-110 / 12XW



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HYDRAULIC PUMP

An intra vane type positive discharge rotary pump, coupled directly to the engine crankshaft through a propeller coupling, the engine imparts rotary movement to the rotors of the pump. The elliptical design of the pump stator forces oil out through the outlet due to the reciprocating motion of the vanes in the pump. The pump provides constant flow of oil to the desired actuator (through control valve). The pressure developed in the line depends upon the load encountered by the particular actuator and setting of the relief valve i.e. the pressure developed in the system is direct function of the load applied.

DIRECTIONAL CONTROL VALVE

As the name implies, this valve controls the direction of flow. Oil is received from the pump and is regulated to the hydraulic actuators as shown in Page 17. It is operated manually by levers mounted on the valve itself.

The crane incorporates a two /Three/Four spool valves (controlling Two/Three/Four functions). The direction and travel of each spool determines the flow path for the hydraulic oil to particular actuator. A schematic sketch showing the basic working of the valve is shown in Figure.

The valve has 4 ports :

P-Pump,

T-Tank,

A, B-Actuator ports.

In one extreme position, the valve has the pump port connected to 'A' and the tank port to 'B' in which case the oil from the pump will flow to the 'A' of the actuator. The return oil from 'B' port of actuator will flow back to the tank.

By moving the spool to the other extreme, the flow can be reversed i.e. pump to 'B' and tank to 'A' serves to reverse the direction of the hydraulic actuator. All the spools of the control valve are double acting for inbuilt additional safety of the system, a pressure relief has also been provided, which will by-pass the excess flow of oil to the tank in event of system developing pressure higher than 143 Kg/cm² larger than the safe working range.

HYDRAULIC ACTUATOR

The cranes have the above mentioned hydraulic actuators which are double acting.

These are Liner actuators. The above mentioned hydraulic actuators which are indicated by their titles. They are pressurised on either side of the piston, resulting in the linear movement of the piston rod. The direction of movement depends upon which port is pressurised.

STEERING SYSTEM :

Hydraulic power steering is provided in this machine to steer the machine with exceptional ease and comfort. Steering operation is obtained through steering lever (actuator) fitted on the control valve spools.

Two double acting hydraulic jacks cylinders are fitted on left and right hand side of the machine to provide the desired steering effect.

The hydraulic routing is done in such a manner that both the cylinders are operated simultaneously. When the steering lever is operated, piston rod of one cylinder extends and that of the other cylinder retracts, thereby forming a couple which steers the machine left or right.

MAIN LIFT CYLINDERS:

Two double acting hydraulic lift jacks are provided to lift the jib of the crane. The lifting or lowering operation is through a double acting spool operated by an actuating lever.

BOOM EXTENSION CYLINDER :

For extension of the boom length, an extension cylinder is fitted inside the jib and jib extension. The telescoping of the boom is done by the extension cylinder.

PAGE NO.

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HYDRAULIC MOTOR (WINCH OPERATION)

An unidirectional hydraulic motor is provided for winch operation which is operated with the help of a 'By-pass spool'.

SAFETY DEVICES IN HYDRAULIC SYSTEM

1. LOCK VALVE

The lock valve works as a one way check valve. This type of arrangement is provided in the machine to prevent load from falling down in event of a hydraulic circuit failure. The lock valve is installed in conjunction with the bottom port of the main lift cylinders. The valve operates itself by sensing the pressure difference across its ends and can only be relieved by moving the boom spool to the raised position.



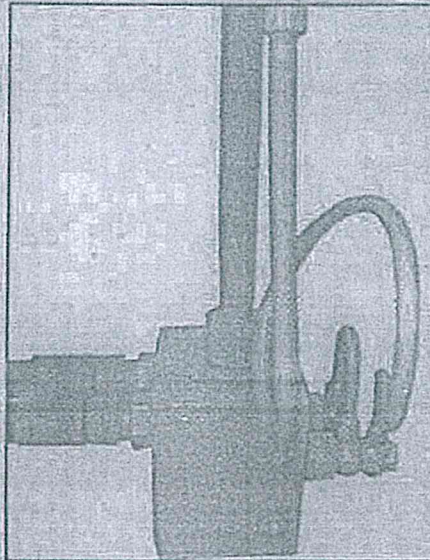
2. FLOW CONTROL VALVE (12XW and 14XW)

Flow control valve is a restriction valve fitted in the return line. The valve is mounted near the yoke. This valve provides a smooth return of oil from the lift cylinder to the oil reservoir in the lowering cycle. This valve acts as an accumulator and provides a smooth dropping speed to the load. With the help of fine adjustments, the dropping speed of the boom can be adjusted.

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W. Kumar

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INDIVIDUAL RELIEF VALVE

The two more relief valve also provided in the steering circuit which bypass the excess oil to the tank and provide extra safety to the machine.

OVER CONTROL VALVE :

This is a modified type of valve used in the hydraulic motor circuit for the winch to create a back pressure on the winch motor. By creating a back pressure it provides a back power to the motor by providing dynamic braking for the winch. It prevents the slipping of the motor in the reverse direction while lifting load by hoist mechanism.

WINCH FAIL SAFE BRAKES :

There are two types of braking systems for the winch operation.

- a) Dynamic brakes for hydraulic motor.
- b) Mechanical fail safe brakes.
- a) **DYNAMIC BRAKES :**

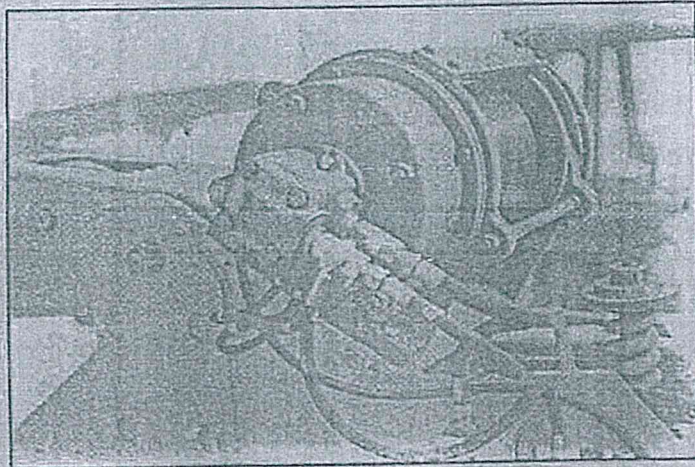
In hydraulic motor circuit the oil is supplied to the motor through a counter balance valve, a standard device for applying brakes to hydraulic motor. This checks the running away tendency of the motor by restricting the reverse flow of the motor.



E. Hama
E. Hama

b) MECHANICAL FAIL SAFE BRAKES :

This is an extreme shoe type (contracting) brake normally in the applied position with the help of two springs mounted in the brake booster which actuates the shoes. As & when the oil is fed to the winch motor, the twin booster (which is connected in series with the motor supply line), is energised and releases the brakes. Alternatively when there is a loss of pressure in the line either by a pipe failure or by bringing the control lever to the neutral position, this automatically applies the brakes, thus ensuring fail safe braking system.



BRAKE BOOSTER

This is a bi-piston booster valve assembly which is generally used for operating shoe type brakes on the winch. This provides a fail proof braking of the winch Assembly in the event of any rare occurrence of a hose failure in the hyd. motor circuit.

- NOTE : i) The setting of the flow control valve is done under controlled conditions and should not be disturbed.
 ii) In order to smooth the dropping of boom, the engine R.P.M. should be over 1000 R.P.M.

Estimador
Estimador

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HYDRAULIC WINCH GENERAL DESCRIPTION

THE HYDRAULIC WINCH CONSISTS OF THE FOLLOWING :

- ★ HYDRAULIC MOTOR
- ★ HYDRAULICALLY OPERATED DISC BRAKE
- ★ PLANETARY GEAR BOX
- ★ LOAD DESCENT VALVE
- ★ DRUM
- ★ BRACKET



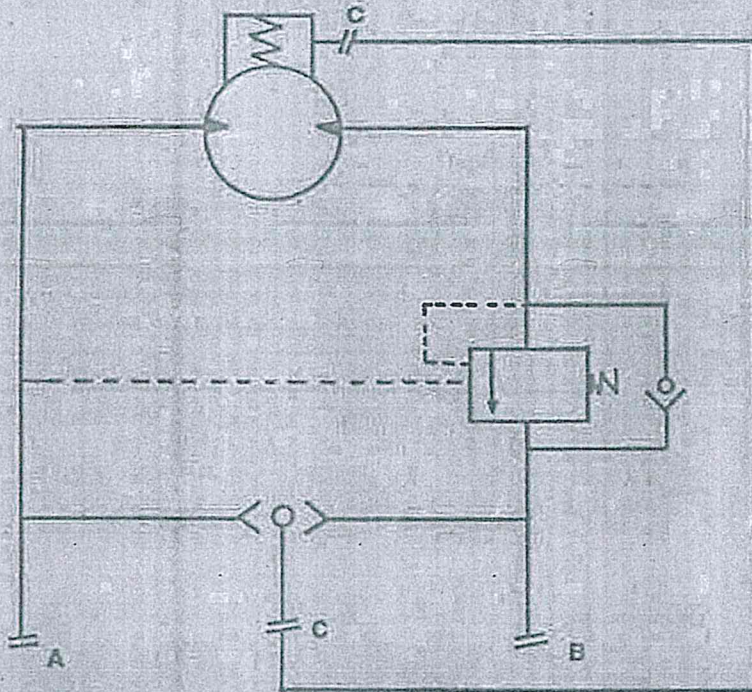
PAGE NO.
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CIRCUIT DIAGRAM



Port C is connected to brake release

For load raising

Oil supplied to port 'B'

For load lowering

Oil supplied to port 'A'

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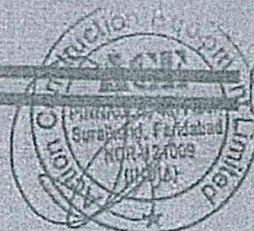


ACE

GENERAL INFORMATION ABOUT MACHINE

1. **CHASSIS :**
The ACE crane chassis is that of welded steel structure mounted on four front and two rear wheels. The structure is joined with different pivot points thereby providing flexibility to the machine against varying load conditions and ease in handling operations.
2. **COUNTER WEIGHT :**
A counter weight is fixed on the rear of the chassis for stability of the machine.
3. **AXLE :**
(a) Front : Dead axle (Welded to the frame)
(b) Rear : Alive axle (Bolted on the chassis)
4. **ENGINE :**
The power unit used is a four cylinder (S4 Engine) in RHINO-60, RHINO-90, RHINO-110, 12-XW crane and Hindustan four cylinder in case of 15XW crane. Which transmits power to the rear axle through a dry plate type clutch and rotates hydraulic pump through a propeller shaft. The engine is the prime mover for other accessories like compressor, water pump and alternator.
5. **TRANSMISSION :**
The crane is fitted with sliding mesh gear box. The Transmission system has 6 forward (Three fast and three slow speeds) and two reverse (one fast and one slow speed) range in RHINO-60, RHINO-90, RHINO-110, 12XW and 14XW cranes.
6. **BRAKES :**
The crane is provided with internal expanding drum or disc brakes for the safety purpose. Additional parking brakes are fitted.
7. **HYDRAULICS :**
Main operations of the crane (Load lifting, telescoping, steering, hoisting) are carried out hydraulically. Hydraulic Pump, distributor, control valves, hydraulic cylinders, hydraulic motor are fitted, which get operated through different control levers for different working operations. The control levers are located at a comfortable reach of the operator.
8. **STEERING :**
A power steering (Articulated type) is provided which is operated through two double acting hydraulic cylinders.
9. **BOOM :**
The boom is a welded steel fabrication of rectangular cross section, for lifting different type of loads. An extension is provided in the telescopic boom which is operated hydraulically/manually.
10. **HOIST :**
For lowering and raising load, hydraulically operated winch is provided.
11. **SAFETY FEATURES :**
Over load and over hoist limit switches provide audio warning to the operator. In the event of wrong operation of the machine a safety valve is provided in the lift circuit which provides a safety against damages due to sudden drop of load (by any hose failure) in the lift circuit.

W. Dhaman
W. Dhaman



PAGE NO.

10

OPERATION TECHNIQUES

For the safe use of crane, the following points be kept in mind.

A) OPERATOR & SLINGER

- 1 The crane driver should have a slinger to assist him.
- 2 The operator must be medically fit and should be authorised to operate the crane.
- 3 Slinger should have sufficient training in the working of the crane to enable him to carry out routine checks. He should also understand the duties of the slinger & be familiar with the signal codes.
- 4 The slinger should be agile, have the physique to enable him to handle lifting equipment & tackle, should be trained to accurately judge distances, heights & should be thoroughly familiar with the signal codes.

B) TERRAIN

- 1 The terrain should be reasonably hard & should be able to bear the load of the crane. Soft, marshy land is likely to bog down the crane.
- 2 Tyre protection chains should be used when operating over jagged, rocky terrain.
- 3 Terrain with gradients larger than 12% should be avoided.

C) OPERATING INSTRUCTIONS

- 1 The operator should not operate the crane unless he has thoroughly familiarised himself with the controls.
- 3 The operator should only move the crane when it is in the correct travelling position.

D) WITHOUT LOAD

Boom in horizontal position with telescoping extension fully retracted and pulley block fully raised.

E) WITH LOAD

The bottom of load should be approx. 400-500mm above ground and pulley block fully raised. The boom should be in its lowest convenient position.

- 1 Always approach the load in the load on position. Loads should be lifted with the boom in the central (unslewed) position.
- 2 Before lifting load, check if connecting slings/tackle are properly hooked and are strong enough to take the load.
- 3 With travelling, consideration should be given to the presence of proximity hazards such as, overhead cables, telephone lines, nearby structure or other cranes, public access areas etc. Many fatal accidents occur due to crane touching or even coming too close to overhead transmission cables. If at any time the machine makes electrical contact with a line (OHT line) observe the following rules.
 - a) Remain inside the cab.
 - b) Tell all other personnel to keep away from the machine & not touch the crane or load.
 - c) Try unaided to back off the crane until it is well clear.
 - d) If this is not possible, inform the electricity board and wait till line is made dead.
 - e) If it is essential to leave the cabin (due to fire etc.) jump clear, DO NOT TOUCH the machine & ground at the same time.
 - f) Do not leave the crane unattended.

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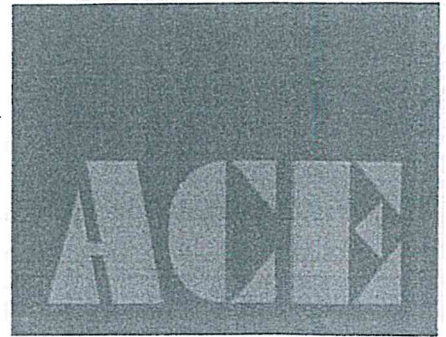
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Action Construction Equipment Ltd.

Marketing H. Q. : 4th Floor, Pinnacle, Surajkund, Faridabad, NCR-121009



Certificate / Undertaking

We, Action Construction Equipment Limited, do hereby confirm that our 12T capacity Crane Model ACE 12XW quoted against your Tender No. WCL-HQ-PUR-YVR-RA-E067-20-21 for supply of pick and carry mobile crane 12T capacity fully complies to IS 4573 and all the safety requirements required by govt / statutory / regulatory bodies and are having following e-safety features:-

- Audio overload indication
- Hose failure protection
- Audio over hoisting indication
- Safety brakes on hoist
- Cylinder Guards
- Electronic safe load indicator

For Action construction Equipment Limited



Authorised Signatory

Date : 03.11.2020

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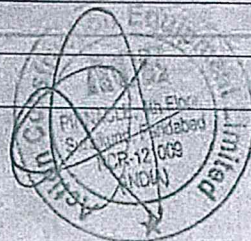
ACE

ACTION CONSTRUCTION EQUIPMENT LIMITED
DHUDHOLA LINK ROAD, DHUDHOLA, HARYANA

TOOL KIT

Sl. No.	Description	Quantity
1	D/E SPANNER 8 X 9 mm	01 No.
2	D/E SPANNER 10 X 11 mm	01 No.
3	D/E SPANNER 12 X 13 mm	01 No.
4	D/E SPANNER 14 X 15 mm	01 No.
5	D/E SPANNER 27 X 32 mm	01 No.
6	D/E SPANNER 41 X 46 mm	01 No.
7	S/E SPANNER 38 mm	01 No.
8	S/E SPANNER 50 mm	01 No.
9	RING SPANNER 12 X 13 mm	01 No.
10	RING SPANNER 16 X 17 mm	01 No.
11	RING SPANNER 18 X 19 mm	01 No.
12	RING SPANNER 24 X 27 mm	01 No.
13	ALLEN KEY 6 mm	01 No.
14	COMBINATION P;IER 8"	01 No.
15	GREASE GUN	01 No.
16	HAMMER 800 GRMS	01 No.
17	WHEEL BOX SPANNER	01 No.
18	SCREW DRIVER 255 mm	01 No.
19	WRENCH ADJUSTABLE SCREW	01 No.
20	REAR VIEW MIRROR	01 No.
21	"O" RINGS	01 SET
22	EMPTY BAG	01 No.
23	HALOGEN LIGHT	01 No.
24	OVER HOIST WEIGHT	01 No.
25	PARTS CATALOGUE & OPERATOR MANUAL	01 SET
26	FLOOR MAT	01 No.
27	T-HANDLE & PIN	01 No.

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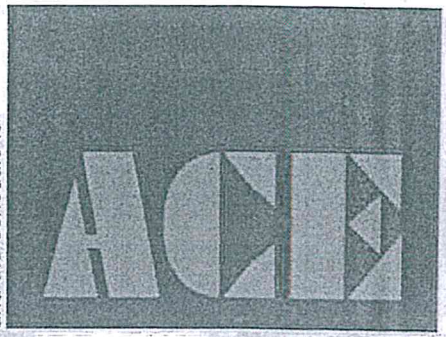
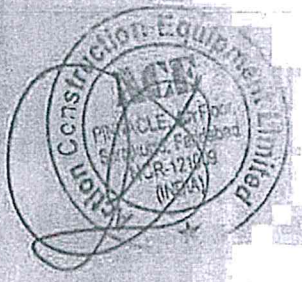
**LIST OF FILTERS / SEALS FOR 3000 HRS. OF OPERATION TO BE SUPPLIED FREE OF COST
ALONGWITH CRANE MODEL ACE 12XW**

Annexure - C

SL.NO.	PART NO.	DESCRIPTION	QTY.	QTY./ FREQUENCY OF CHANGE					Total qty. Required for 3000 hrs.		
				50 Hrs./No. New Crane	250 Hrs./No	500 Hrs./No	1000 Hrs./No	Total qty. Required for 1 st 1000 hrs.		Total qty. Required for 2 nd 1000 hrs.	Total qty. Required for 3 rd 1000 hrs.
1	ABH0F0400ADD	FILTER ELEMENT (018-CE-250)	6	-	-	1	1	2	2	2	6
2	922100000200	HYDRAULIC STRAINER-003SC2	6	-	-	1	1	2	2	2	6
3	ABDFEK000000	FUEL FILTER ELEMENT	10	1	1	1	1	4	3	3	10
4	ABLOF1400000	FILTER LUBE OIL	9	-	1	1	1	3	3	3	9
5		O-RING	4 Sets	As & when required							

Note :

With reference to the above table we would further like to clarify that since the first service in new crane will be required after 1st 50 hrs only once and thereafter the services will be carried out on 250 hrs./45 days, 500 hrs./90 days and 1000 hrs./180 days, whichever is earlier and the schedule is repeated accordingly after every 1000 hrs./180 days.
The above schedule has been drawn as per the trade practice and adopted by all manufacturers of the equipments.



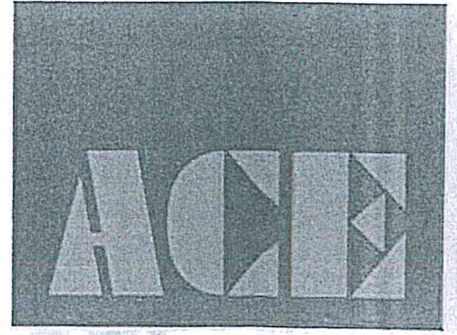
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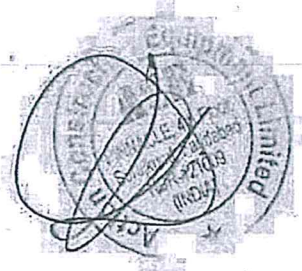
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LIST OF BOUGHT OUT ITEMS & SUB ASSEMBLIES

S. NO.	MAIN EQUIPMENTS	COMP. / ASSLY. / SUB ASSLY. / PROCESSES	NAME & ADDRESSES OF THE SUB-CONTRACTORS
01.	ENGINE	ASSLY.	M/S SIMPSON, CHENNAI
02.	HYDRAULIC PUMP & MOTOR	ASSLY.	M/s. VELJON, MEDUK (AP)
			M/s. YUKEN INDIA, BANGALORE
			M/s. ACE, DUDHOLA , FARIDABAD
03.	DISTRIBUTOR	ASSLY.	M/s. WOLVOIL BANGALORE
			M/s. HYDRO CONTROL BANGALORE
04.	WINCH	ASSLY.	M/s. DINAMIC OIL, ITALY
			M/s. ACE , DUDHOLA , FARIDABAD
			M/s. SAI, BANGALORE
05.	HYDRAULIC CYLINDER	ASSLY.	M/s. JAGTAR SINGH & SANS, NAJAFGARH , N. DELHI
			M/s. DANTAL HYDRAULICS, MANESAR.
			M/s. SUNDARAM, CHENNAI
06.	TYRE & TUBES	ASSLY.	M/s. MRF / CEAT/ BIRLA/ JK
07.	WIRE ROPE	ASSLY.	M/s. ORION, ALPHA ENGINEERING, NEW DELHI
			M/s. USHA MARTIN
			M/s. ASAHI ROPES PVT LTD, NEW DELHI

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RECOMMENDED LUBRICANTS

LUBRICANT MANUFACTURER	ENGINE, AIR CLEANER & F.I.P.		TRANSMISSION & WINCH GEAR BOX	HYDRAULIC OIL RESERVOIR	GREASE
	TEMP 0-27° C	TEMP ABOVE 0-27° C			
INDIAN OIL	SERVO SUPER 20	SERVO SUPER 30	SERVO GEAR HP-90	SERVO SYSTEM 68	SERVO GREASE MP
BHARAT PETROLEUM	ACTUMA SUPER OIL-20	ACTUMA SUPER OIL-30	BHARAT SPIROL 90-EP	BHARAT HYDROL-68	UNIVEX A
HINDUSTAN PETROLEUM (H.P.C.)	H.P. MOTOR OIL PREMIUM-20	HYLUBE HDX-30	H.P. GEAR OIL EP-90	ENKLO 68	H.P. MULTI PURPOSE GREASE-3
CASTROL	CASTROL CRB-20	CASTROL CRB-30	HYPOY 90-EP	PERFECTO (HYSPIN) 100	AP GREASE-3
GULF	GULFLUBE MOTOR OIL XHD 20	GULFLUBE MOTOR OIL XHD 30	EP GEAR OIL 90	GULF HARMONY 68	GULFSIL MULTI PURPOSE-3
TIDE WATER	VEEDOL HDB 20	VEEDOL HDB 30	MULTI GEAR 90	VEEDOL ATLINE-68	VEEDOL ALL PURPOSE GREASE-3

PAGE NO.

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Annexure - F

Action Construction Equipment Ltd.

Marketing H. Q. : 4th Floor, Pinnacle, Surajkund, Faridabad, NCR-121009



Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1	VENDOR / SUPPLIER / CONTRACTOR / CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	ACTION CONSTRUCTION EQUIPMENT LTD. Dudholla Link Road, Village Dudholla, Dist. Palwal-121102. Phone : 01275-280111 Fax : 01275-280133
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	ICICI Bank Ltd.
	B. BRANCH NAME: (Including RTGS Code)	Faridabad Branch, RTGS / NEFT IFSC Code No. ICIC0000083
	ADDRESS:	ICICI BANK Ltd, CIBD, Booth No. 104 - 105 District Center, Sector - 16 Faridabad, Haryana
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	MICR Code No.110229010
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E. LEDGER NO/LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	008351000007
3	DATE OF EFFECT:	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by me.

Date : 06-07-2015

for Action Construction Equipment Ltd.

[Signature]
Signature of the Customer / Vendor / Supplier / Contractor

Certified that the particulars furnished above are correct as per our records.



Without any liability on our part of the bank or the official signing it.
For ICICI Bank Limited
[Signature]
Authorized Signatory
CIBD, Sector-16, Faridabad (Haryana)

[Signature]
Signature of the Authorized Officials from the Bank



Regd. & Corporate Office : Phone : +91-1275-280111 (50 Lines), Fax : +91-1275-280133, E-mail : work2@ace-crane.com
Mktg. H.Q. : Phone : +91-11-40549900 (30 Lines), Fax : +91-11-40549900, E-mail : marketing@ace-crane.com, Plant-1 (Cranes Division) : Phone : +91-188-3366111, Fax : +91-129-2337562, E-mail : work@ace-crane.com, Plant N (Loader / Forklift Division) : Phone : +91-1275-280111, Fax : +91-1275-280133, E-mail : work3@ace-crane.com
Customer Care No. : 1800 1602 004 (toll free), CIN : L74500HR1985PLC053860

www.ace-crane.com

[Handwritten signature]

Nothing beats an ACE

6/1/2021

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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.

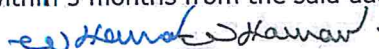
Any such demand shall be conclusive as regards the liability of the Contractor to the company and as
regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to
withhold, payment on the ground that the contractor has disputed its liability to pay or has disputed the
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 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 the
.....day 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





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SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eqpt Ltd

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 (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

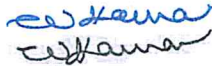
Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
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



 6/1/2021.



ANNEXURE - H

Performance Bank Guarantee Format

Re: Bank Guarantee in respect of Agreement dated..... Day of20 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.





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SO no 11000110520209 dt 06.01.2021 for supply of 12T Cranes; M/s Action Construction Eqpt Ltd

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 (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

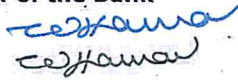
Name of beneficiary and details	Western Coalfields Ltd
Name	Head Quarter
Area	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
Bank A/c No: / Cust ID of beneficiary	
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

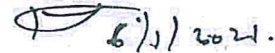
Dated this.....Day of.....20...

Place

Signature of the authorized person

For and on behalf of the Bank



 6/1/2021.



ANNEXURE - I

General Conditions of Contract (GCC)

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires, the following terms shall be interpreted as indicated below:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;
- b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) "GCC" means the Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;
- h) "Purchaser's country" is India;
- i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;
- k) "Year" means the Calendar Year.
- l) "Chairman" means the Chairman of Coal India Limited.
- m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.
- n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.
- o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.
- p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.
- q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.

- r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.
- s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- t) "Site" 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.
- u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- v) Words in singular include the plural and vice-versa.
- w) Words denoting the masculine gender shall be taken to include the feminine gender.
- x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.
- z) "Purchase Order" or "Supply Order" or "Order" or "Contract" means an order for supply of stores and includes an order for performance. The terms "Supply Order", "Purchase Order", "Order" and "Contract" are interchangeable.
- aa) "Particulars" shall mean the following:
 - i) Specifications;
 - ii) Drawing;
 - iii) Sealed pattern denoting a pattern sealed and signed by the Inspector;
 - iv) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector;
 - v) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/ or any of its subsidiary companies or a general standard of the industry and obtainable in the open market;
 - vi) Proprietary make denoting the product of an individual manufacturer;
 - vii) Any other details governing the construction, manufacture and/or supply as existing in the contract.
- bb) Terms and expressions not defined herein shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897, as amended, as the case may be.

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2. Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 4.1 above, except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in sub-clause 4.1 above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

6. Security Deposit

6.1. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

6.3. The Security Deposit shall be in the same currency(ies) in which contract is to be signed/ issued. In case of multi-currency contract, separate Security Deposit Bank Guarantee (SDBG) in respective currency for required value as above shall be submitted.

6.4. In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

6.5. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

6.6. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled.

If the Supplier fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by CIL.

6.7. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD may be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

6.8. Security Deposit will be released with the approval of HOD of MM Department/ Area GM within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contractor after successful commissioning and on receipt of confirmation of Performance Bank Guarantee(s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

6.9. Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by Performance Bank Guarantee Clause.

6.10. All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of

Signature
Signature

Signature *Signature*

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Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

6.11. Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

6.12. The SDBG will be submitted Through Structured Financial Management System (SFMS).

7. Performance Bank Guarantee

7.1. Wherever applicable, the successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit.

7.2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format on a non-judicial stamp paper.

7.3. The Performance Bank Guarantee (PBG) shall be in the same currency (ies) in which contract has been signed. In case of multi-currency contract, separate PBG in respective currency for required value shall be submitted.

7.4. If the contract is for procurement of equipment, the PBG (s) may be submitted equipment wise also. For this purpose, the value of each equipment will be worked out by dividing the total value of contract for a particular item of NIT, worked out as per provisions contained in clause-7 above, by the number of equipment ordered for that particular item of the NIT.

7.5. The PBG (s) shall remain valid till 3 months after the completion of warranty period.

7.6. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s).

7.7. The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.

7.8. In case of procurement of equipment, if the successful tenderer which does not have the After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to CIL's personnel, wherever required, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted. This 30% PBG will be released after establishment of After Sales Service Support facilities in India subject to confirmation of the same by concerned Head of Technical Department. However, the supplier shall have to submit PBG for 10% of the total contract value to be kept valid for the remaining period of the contract plus 3 months processing period before release of 30% PBG. This 10% PBG will be released after satisfactory performance of all equipment/ items and fulfillment of contractual obligations including warranty obligations.

7.9. The PBG will be submitted through Structured Financial Management System (SFMS).

8. Inspections and Tests

8.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. Generally, the Goods shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, of the identity of the inspectors). The Purchaser reserves the right, at the Purchaser's cost, to depute its own inspectors) and/or to engage any other third party inspecting agency, to conduct inspections and tests pursuant to the Contract. Sufficient time, atleast 30 days in advance will be given for inspection.

8.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. However, any drawing and proprietary information provided for this purpose shall remain in control of the supplier. The inspector shall have full and free access at the supplier's works for the purpose of carrying out inspection. 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. Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account. In the event of Goods found acceptable by the Inspector during inspection, he shall furnish the supplier with necessary copies of Inspection notes for attaching to the supplier's bill.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, including acceptance tests and periodic tests to verify guaranteed performance, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet Specification requirements free of cost to the Purchaser within thirty days of such rejection. Replaced or altered goods shall be subjected to repeated inspection or tests to demonstrate conformity with the Specifications. In the event that replacement or alteration is not done within thirty day period as aforesaid, or, replaced or altered goods fail to demonstrate conformity with the Specifications in repeated inspections or tests as aforesaid, the Purchaser reserves the right to terminate the Contract in part or in whole and the Supplier shall repay forthwith to the Purchaser all monies paid including all costs incurred in the inspection and tests, in respect of Goods and Services associated therewith, for which the termination is applicable and, subsequently remove the same from the Purchaser's Site at the Supplier's cost.

8.4. Any Goods rejected at a place other than the premises of the supplier, shall be removed by the supplier within 14 days of the date of receipt of intimation of such rejection. The Inspector may call upon the

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supplier to remove what he considers to be dangerous, infected or perishable Goods, within 48 hours of the receipt of such intimation. The rejected stores shall under all circumstances lie at the risk of the supplier from the moment of rejection and if such stores are not removed by the supplier within the above mentioned period, the Inspector/Purchaser may either return the same to the supplier at the supplier's 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.

8.5. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the Supplier's premises.

8.6. Nothing in this clause shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

9. Packing and Marking

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. All packing cases, containers, packing and other similar materials shall be supplied free by the Supplier and these shall not be returned unless otherwise specified in the Contract/Purchase order.

9.3. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. 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'.

9.4. The marking of the Goods must comply with the requirements of the law relating to Merchandise Mark, in force in India.

9.5. Packing instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint with the following:

- i. Project;
- ii. Contract No;
- iii. Country of origin of Goods;
- iv. Supplier's name;
- v. Packing list Reference Number;
- vi. The gross weight, net weight and cubic measurement;
- vii. Consignee Name and Address;

9.6. A complete list of contents in each package called the packing list will be prepared and one copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

10.1. The delivery period stipulated in the Contract/Purchase Order shall be deemed to be the essence of the contract and delivery of the Goods must be completed within the specified period.

10.2. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The delivery of Goods shall be deemed to take place on delivery of the Goods in accordance with the terms of the contract after approval of Goods by the Inspector.

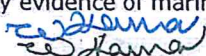
10.3. For purposes of the Contract, "EXW", "FOB", "FCA", "CFR", "CIF", "CIP" and other trade terms used to describe the obligations of the Parties shall have the meanings assigned to them by the prevailing edition of *Incoterms* on the date of tender opening, published by the International Chamber of Commerce, Paris.

10.4. The details of shipping documents to be furnished by the Supplier are specified below:

(a) For Imported Goods:

Within forty eight (48) hours of shipment, the Supplier shall notify the Purchaser, Port Consignee and Ultimate Consignee by fax and email, full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall deliver by express courier service the following documents to the Purchaser, with a copy to the Port Consignee and Ultimate Consignee:

- i. Supplier's shipping invoice showing Contract Number, Goods description, quantity, unit price, total amount and GST number of ultimate consignee;
- ii. Clean on-board bill of lading indicating the Importer-Exporter Code (IEC) of the concerned Subsidiary Company of CIL and non-negotiable bill of lading;
- iii. Packing list identifying contents of each package;
- iv. Manufacturer's/Supplier's warranty /guarantee certificate;
- v. Manufacturer's Test & Inspection certificate;
- vi. Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer's Country;
- vii. Documentary evidence of marine freight & marine insurance







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The above documents shall be sent by supplier well in advance, so that the same are received by the Purchaser at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

(b) For Domestic Goods from within India:

Upon dispatch of the Goods to the consignee, the Supplier shall notify the Purchaser and Ultimate Consignee and deliver by express courier service the following documents to the Purchaser with a copy to the Ultimate Consignee:

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/ Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;

The above documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

11. Insurance

11.1. Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, delivery, storage and erection and commissioning at site (wherever applicable) in the manner specified in the contract. The insurance is to be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be 110% of the invoice value to take care of the overall expenditure to be incurred by the purchaser for receiving the goods at the destination.

11.2. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser as the beneficiary. Where delivery is on FCA/ FOB/ CFR basis, marine/air insurance shall be the responsibility of the purchaser.

11.3. In case of domestic supplies on Free Delivery at site/FOR Destination basis, the supplier has to arrange insurance at its cost. For Ex-works and FOR station of dispatch contracts, it is the responsibility of the purchaser to arrange for insurance.

11.4. Where the delivery of the Goods is on CIP Basis, the supplier shall deliver the goods at the named place of destination at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

11.5. Where the delivery of the Goods is on FOR destination Basis, the supplier shall deliver the goods at the FOR destination site at its own risks and costs. CIL has no obligation to the supplier for arranging insurance. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance".

12. Transportation

12.1. In case of FOB (Port of Shipment) contracts, the purchaser has to arrange transportation its own cost and risk.

12.2. In case of CIF (Port of Destination) contracts, transport of the goods to the port of destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.3. In case of CIP (Final Place of Destination) contracts, transport of the goods to the port of destination and further to the named place of Final Destination in the Purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. In case of inland transportation of goods, the same is to be done through registered common carriers only.

12.4. In case of FOR Destination contracts, transport of goods to the Destination site shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price. Transportation of goods is to be done through registered common carriers only.

13. Warranty

13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the purchaser's country.

13.2. This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment.

13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. The Supplier shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

13.4. If the Supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1. Specific payment terms may be stipulated in the NIT and the resultant contracts depending on the nature of goods to be procured, as per provisions contained in Chapter-22.

14.2. Payment for Indian Agency Commission

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The payment of Indian 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. Agency commission, if any, shall be paid in equivalent Indian Rupees, after erection and commissioning of the equipment, wherever applicable, within twenty-one days of submission of bills along with following documents:

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding Bill selling exchange rate ruling on the date of bill of lading (in case of bank holiday on date of bill of lading, Bill Selling exchange rate on next working day shall be considered).

(D) In case of procurement of equipment, commissioning certificate signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Technical Dept, of the subsidiary company, where the equipment has been deployed.

14.3. In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt, of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

15. Changes in Order

The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b) the method of shipment or packing;

c) the place of delivery; and/or

d) the place of Services to be provided by the Supplier.

16. Contract Amendments

Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.

17. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. However, the consent of the Purchaser shall not relieve the supplier from any obligation, duty or responsibility under the contract.

18. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by it to discharge the works under this Contract. Such notification, in the original bid or later, shall not relieve the Supplier of any liability or obligation under the Contract and the supplier will be solely responsible for all obligations under the contract.

19. Delays in the Supplier's Performance

19.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

19.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, by way of an amendment to the Contract/ Purchase Order.

19.3. Except as provided under Force Majeure clause, a delay by the Supplier in the performance of its delivery

obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to relevant clause without the application of liquidated damages.

20. Liquidated Damages

20.1. In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(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,

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

(e) To forfeit the security deposit ftdly or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

20.2. For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

21. Termination for Default and breach of contract

21.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

(b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser; or

(c) If the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

21.2. For the purpose of this Clause:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

21.3. In the event the Purchaser terminates the Contract in whole or in part, pursuant to relevant clause, the Purchaser may procure on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.

22.2 If there is delay in performance or other failures by the supplier to perform its obligation under the contract due to an event of a Force Majeure and the contract is governed by Force Majeure Clause, the supplier shall not be held responsible for such delays/failures.

22.3 In such a situation, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof, duly certified by the local Chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within twenty one days of occurrence and cessation of such Force Majeure Conditions. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 For delays arising out of Force Majeure, the supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure.

22.6 There may be a Force Majeure situation affecting the purchaser also. In such a situation, the purchaser is to take up with the supplier on similar lines as above for further necessary action.

22.7 The contract shall be governed by the following Force Majeure Clause:

"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events ") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to

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be fixed by the CIL/Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain. "

23. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the Parties shall be written in the same language.

26. Taxes and Duties

26.1 A foreign Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed outside the Purchaser's country. The foreign supplier shall also be responsible for all taxes & duties in Purchaser's country legally applicable during execution of the contract other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

26.2 A Domestic Supplier shall be entirely responsible for all taxes, duties, licence fees etc., incurred until the execution of the contract, other than those which are to be paid by purchaser, as specified in as per relevant clause of NIT.

27. Limitation of Liabilities

27.1 Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised, any/ or from any other remote cause whatsoever.

27.2 The supplier shall not be liable to the purchaser for any losses, claims, damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

27.3 However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.

28. Settlement of commercial disputes in case of contracts with Public Sector Enterprises/ Govt. Dept.(s)

28.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), as per the guidelines stipulated in the Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt, of India.

28.2 In case of contract with a Public Sector Enterprise or Govt. Dept., the following Arbitration Clause shall be incorporated in the contract:-

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018."

29. Progress Reports

29.1 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 by the Purchaser.

29.2 The submission, receipt and acceptance of such reports shall not prejudice the right of the Purchaser under the contract nor shall operate as 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.

30. Provisions of CIL's Purchase Manual

The provisions of CIL's Purchase Manual and its subsequent amendments (Available on CIL's website, www.coalindia.in) shall also be applicable, if not specified otherwise in this Bid document.

31. Applicable Law

The Contract shall be governed by the laws of the Republic of India, unless otherwise specified in the bid

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document.

32. Jurisdiction of Courts

32.1 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 where the acceptance of tender or supply order has been issued.

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

33. Notices

33.1 Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or facsimile to be confirmed in writing, to the other Party's address. For the purpose of all notices, the following shall be the addresses of the Purchaser and the Supplier (as indicated in the Contract / Order)

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33.3 In case of change in address, the Supplier shall immediately notify the same to the Purchaser in writing. The supplier shall be solely responsible for the consequences of omission to notify the change of address to the Purchaser.


Chief Manager(MM)

06/01/2021


Chief Manager(MM)

06/01/2021