

Contract

Between

Coal India Limited,
Kolkata

And

M/s Caterpillar Inc., USA

And

M/s GMMCO Limited,
Kolkata

For

Supply, Installation and Commissioning of 3 nos. 460 HP Wheel
Dozers

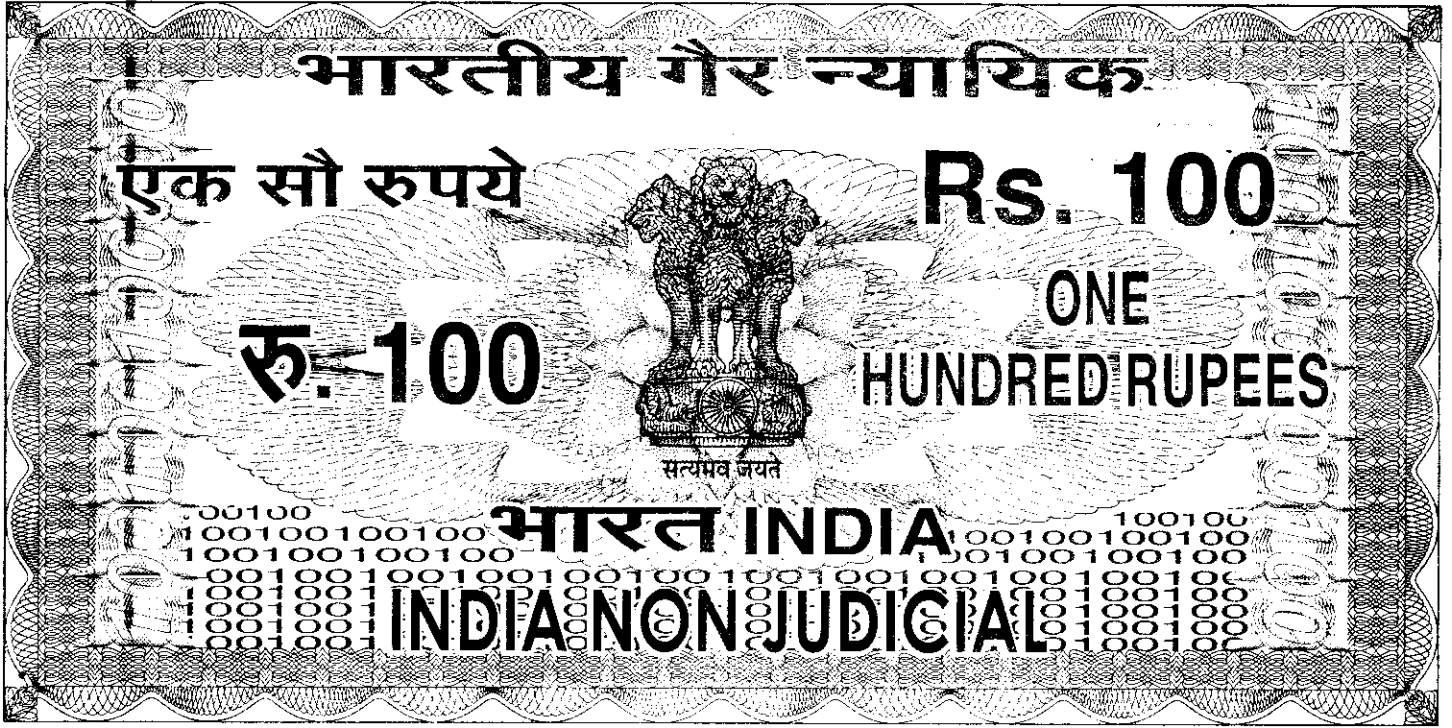
Along with

Consumable Spares and Consumables for 12 months of warranty
period from the date of commissioning of the equipment and
thereafter Spares & Consumables for a period of 36 months

Contract No. CIL/C2D/460 HP Wheel Dozer/R-81/154 Dated 03.12.2019

Index		
A.	CONTRACT FORM	1 - 5
B.	GENERAL CONDITIONS OF CONTRACT (GCC)	6 - 16
1.	Definitions	7
2.	Application	7
3.	Standards	7
4.	Use of Contract Documents and Information	7
5.	Patent Rights	8
6.	Security Deposit	8
7.	Performance Bank Guarantee	8
8.	Inspections and Tests	8
9.	Packing	9
10.	Delivery and Documents	9
11.	Insurance	9
12.	Transportation	10
13.	Incidental Services	10
14.	Spare Parts	11
15.	Warranty	11
16.	Payment	12
17.	Prices	12
18.	Changes in Orders	12
19.	Contract Amendments	12
20.	Assignment	12
21.	Subcontracts	12
22.	Delays in the Supplier's Performance	12
23.	Liquidated Damages	13
24.	Termination for Default	14
25.	Force Majeure	14
26.	Termination for Insolvency	14
27.	Termination for Convenience	15
28.	Governing Language	15
29.	Applicable Law	15
30.	Notices	15
31.	Taxes and Duties	15
32.	Limitation of Liabilities	16
33.	Provisions of CIL's Purchase Manual	16
34.	Settlement of Commercial disputes in case of contract	16
35.	Applicability of GST and Penalties	16
C.	SPECIAL CONDITIONS OF CONTRACT (SCC)	17 - 26
1.	Security Deposit (GCC Clause 6)	18
2.	Performance Bank Guarantee (GCC Clause 7)	18
3.	Inspection and Test (GCC Clause 8)	19
4.	Delivery and Documents (GCC Clause 10)	20
5.	Incidental Services (GCC Clause 13)	21
6.	Warranty (GCC Clause 15)	22
7.	Payment (GCC Clause 16)	22
8.	Prices (GCC Clause 17)	25

D	SCHEDULE OF REQUIREMENTS INCLUDING DELIVERY SCHEDULE	27-32
1.	Schedule of Requirements – Part I	28
2.	Delivery Terms	29
3.	Port Consignee	29
4.	Delivery Schedule	30
5.	Final Place of Destination / FOR Destination / Ultimate Consignee	30
6.	Country of Origin for the Equipment	30
7.	Name of the Port of Shipment	30
8.	Name of the Port of Arrival in India	30
9.	Schedule of Requirements of Services – Part II	31
E	TECHNICAL SPECIFICATIONS	33-54
1.	Introduction	34
2.	Scope of Supply (Part A)	35
3.	Specific Site Requirement (Part B)	37
4.	General Requirements (Part C)	38
5.	Equipment Specifications (Part D)	45
	Equipment Acceptance	54
F	PRICE SCHEDULE	55-71
G	NOTIFICATION OF AWARD	72-76
H	ANNEXURE(s)	77-179
1(a) & (b)	Security Deposit Bank Guarantees	78
2	Performance Bank Guarantee Format.	100
3	Pro-forma of Certificate after Commissioning of Equipment	102
4	Annexures to Technical Specifications	
4(a)	Bought Out Assemblies & Sub-assemblies	105
4(b)	Oils, Lubricants & Fluids	106
4(c)	EPA Compliance Certificate	107
4(d)	Expected Life of Major Assemblies	113
4(e)	List of Special Tools	114
4(f)	Details of Erection Programme	115
4(g)	Engine Performance Curve	116
4(h)	Result of Service and secondary Brakes	118
4(i)	Rim Pull	119
4(j)	Calculation of Vol Rating	120
4(k)	Dozing Production Curve	122
4(l)	Technical Description	123
4(m)	Comprehensive Commercial Literature Specifications	142
4(n)	List of Instruments	151
5	INTEGRITY PACT	170-179
6	Bank details for opening of LC and payment, 6(a) & 6(b)	177



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 882391

Agreement

THIS AGREEMENT made the 03rd day of December, 2019 between Coal India Limited, Coal Bhavan, Premises No. 04, Plot No. AF-III, Action Area 1A, New Town, Rajarhat, Kolkata - 700 156, India (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof, includes its successors) of the one part and M/s Caterpillar Inc., 100 NE, Adams Street, Peoria, Illinois 61629-3350, USA (hereinafter referred to as "Manufacturer") represented by M/s GMMCO Limited, Birla Building, 9/1, R. N. Mukherjee Road, Kolkata - 700001, India (authorized Indian agent) (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, includes its successors and permitted Assigns) of the other part.

WHEREAS the Purchaser invited bids vide Tender No. CIL/C2D/460 HP Wheel Dozer /R-81/325 dated 21.09.2018 for Supply, Installation and Commissioning of 12 nos. 460 HP Wheel Dozers along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 36 months to different Projects/ subsidiary Companies of Coal India Limited and has accepted the Bid no. GMMCO/460 HP/18-19 dated 02.11.2018 (e-Bid ID no. 347611) for the supply of aforesaid items for the various projects of CIL on CIP basis as given below read along with details given in price schedule (herein after "The Contract Price") :

Contract No. CIL/C2D/460 HP Wheel Dozer/R-81/154 Dated 03.12.2019

Page | 1

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মূল্য ২০০১ টাকা
ক্রমিক
সং
থানা
ডেপুটি প্রিন্সিপাল
সং - পোকা ২
থানা-শ্যামপুর
জেলা-হাওড়া
ফোন নং ১৫০



(i) For 03 nos. 460 HP Wheel Dozer for PCD Category :-

The Price for equipment on CIP basis in Indian Rupees works out to Rs. **13,25,21,593.24** (Rupees Thirteen Crores, Twenty Five Lakhs, Twenty One Thousand, Five Hundred Ninety Three and Twenty Four Paise Only) and for Consumable Spares & Consumables for 12 Months of warranty period from the date of commissioning of equipment and thereafter spares and consumables for a period of 36 months for the said equipment for various project quoted in INR which works out to total Indian Rupees of Rs. **3,98,35,856.22** (Rupees Three Crores, Ninety Eight Lakhs, Thirty Five Thousand, Eight Hundred Fifty Six and Twenty Two Paise only).

The total contract price on CIP basis is Rs **17,23,57,450.50** (Rupees Seventeen Crores, Twenty Three Lakhs, Fifty Seven Thousand, Four Hundred Fifty and Fifty Paise Only) calculated as per the considered exchange rate of USD 1 = Rs 71.54 and applicable statutory taxes, duties and other levies.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions, shall have the same meaning as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) the Techno- Commercial Bid and Price-Bid submitted by the Bidder
 - (b) the Schedule of Requirements & Delivery Schedule
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract
 - (f) the Purchaser's Notification of Award
 - (g) the Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the Goods and Services which shall be supplied / provided by the Supplier are as under :-

Total Prices shall be as under for respective projects :

Make & Model - Caterpillar Make, Model 834K Wheel Dozer

Contract No. CIL/C2D/460 HP Wheel Dozer/R-81/154 Dated 03.12.2019

Page | 2



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Sl No.	Name of Project	Sub	Qty of Equip (Nos.)	FOB Price (USD)	CIP Price of Fleet with GST (in INR)	Spares value for year 01 (in INR)	Spares value for year 02 (in INR)	Spares value for year 03 (in INR)	Spares value for year 04 (in INR)	Total (in INR)
1	Gevra OCP	SECL	2	4,46,468.00	888,98,396.28	66,11,254.56	48,08,901.72	119,75,533.16	31,61,548.04	1154,55,634.76
2	Kusmunda OCP	SECL	1	4,46,468.00	436,23,196.96	33,05,627.28	24,04,450.86	59,87,766.58	15,80,774.02	569,01,815.70
Total Value of Equipment along with Consumable spares and consumables (in INR)					1325,21,593.24	99,16,881.84	72,13,352.58	179,63,299.74	47,42,322.06	1723,57,450.50

The Total contract value is Rs. 17,23,57,450.50 including GST and without applying NPV. The unit CIF rate of 4,62,968.00 quoted in USD has been converted into INR at exchange rate USD 1 = Rs 71.54.

6. Statutory Levies

Statutory Levies like Basic Customs Duty, Social Welfare Surcharge of Basic Customs Duty, IGST, GST on Marine Freight, GST on Indian Agency Commission, GST on Port Charges, Clearing, forwarding charges and incidental charges, GST on Inland Transportation & insurance for delivery upto Final Place of Destination, GST on Erection and Commissioning charges, GST on all items sourced in INR required for fitting in the equipment during commissioning of the equipment, GST on spares and consumables for four years of operations indicated in the price schedule.

If there is any statutory change in BCD and GST for these elements within contractual delivery period, the same shall be admissible and will be paid based on documentary evidence. However, no upward revision in these elements beyond original delivery period shall be admissible unless the delay is due to any lapse on the part of the purchaser.

CIL will pay only Customs Duty applicable to imported Goods directly to Customs Authorities.

Available Input Tax Credit on these elements as applicable shall be availed by CIL/ Subsidiary Company.

7. Agency Commission

Indian Agency Commission @ 3.00% (Three percent) of FOB value of the equipment is included in the price indicated above. Indian Agency commission along with GST as legally leviable in India shall be payable to M/s GMMCO Limited in Indian Rupees only as per Clause No. 7.4, SCC.

8. Price Basis

The contract is on CIP Basis (Final Place of destination) at the above mentioned prices in US Dollars for Equipment and on FOR Destination basis for spares and consumables in Indian Rupees during warranty period and thereafter 36 months from the date of commissioning as indicated in the Price schedule.



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Contract No. CIL/C2D/460 HP Wheel Dozer/R-81/154 Dated 03.12.2019

Page | 3

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For Contract portion on CIP (Final Place of Destination) basis, it is the responsibility of the supplier to deliver the goods at the named place of destination at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the named place of destination. CIL has no obligation to the supplier on these accounts. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

For Contract portion on FOR destination basis, it is the responsibility of the supplier to deliver the goods at the FOR destination site at its own risks and costs. The supplier must contract at its own cost and risk for carriage of goods and insurance to the FOR destination site. CIL has no obligation to the supplier on these accounts. However, CIL will provide the supplier upon request, with necessary information for obtaining insurance.

9. In case(s) where there is any Depot Agreement (DA) in present or future, the applicable prices under this contract for items covered under DA for a particular item shall be the recommended rates in the contract or valid DA rates, whichever is lower.

10. Execution of Contract

The contract is concluded between the Purchaser and the Supplier for supply, installation and commissioning of 3 nos. of 460 HP Wheel Dozers, Caterpillar Make, Model 834K along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 36 months.

The Equipment shall be supplied by M/s Caterpillar Inc., 100 NE, Adams Street, Peoria, Illinois 61629-3350, USA in US Dollar. The Items sourced in INR required for fitting in the equipment during commissioning of the equipment, Consumable Spares and Consumables for 12 months of warranty period and thereafter spares and consumables for a period of 36 months will be supplied by M/s GMMCO Limited in INR.

Letter of Credit shall be established on M/s Caterpillar S.A.R.L, Singapore for the net CIF Amount for Equipment after deducting Indian Agency Commission for Equipment quoted in US\$. Payment in foreign currency shall be made as per Clause-7.3.1 & 7.3.2, SCC of the contract while payment in INR shall be made as per clause 7.2.1 & 7.2.2 (for INR component), SCC of the contract. The Indian Agency Commission payment will be made as per Clause No. 7.4, SCC of the contract.



Contract No. CIL/C2D/460 HP Wheel Dozer/R-81/154 Dated 03.12.2019

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The Installation and commissioning of the equipment and supply of Spares & Consumables in INR for warranty period and 36 months thereafter will be done by M/s GMMCO Limited.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed the day and year first above written.

For the Purchaser

Tushar Mishra
03/12/19

Name : **Shri Tushar Kant Mishra**
Designation : **General Manager (MM)-HOD**
Name of Company : **Coal India Limited**

पूरा प्रदर्शन / विनिर्माण (सा. प्रसं.)
CIL (P) (M) (N) (L)
मौ. सं. १०० (१०) / ०११ (१००)
२०१९

For the Supplier

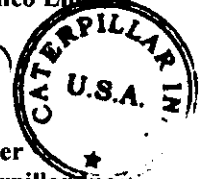
Anuj Keoliya

Name : **Shri Anuj Narmadaprasad Keoliya**
Designation : **Sr. Vice President**
Name of Company : **M/s Gmmco Limited**



Rahul Jain
23rd Dec 19

Name : **Shri Rahul Jain**
Designation : **General Manager**
Name of Company : **M/s Caterpillar Inc**



Witnesses:

K.N. Harivarmaan

Name : **Shri K.N. Harivarmaan**
Designation : **Chief Manager (MM)**
Name of Company : **Coal India Limited**

Mayank Garg
03/12/19

Name : **Shri Mayank Garg**
Designation : **Deputy Manager (MM)**
Name of Company : **Coal India Limited**

Witnesses:

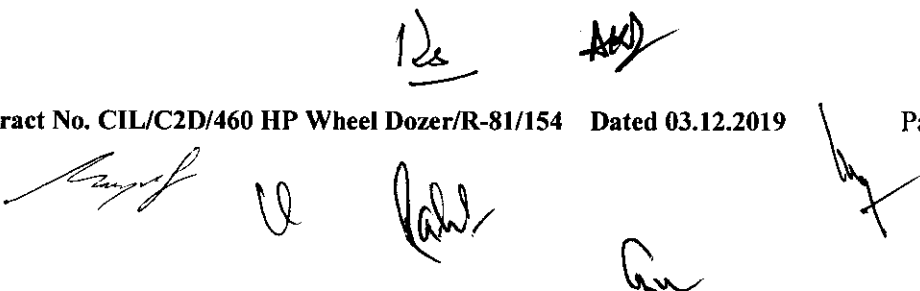
Vikash Kumar
03/12/19

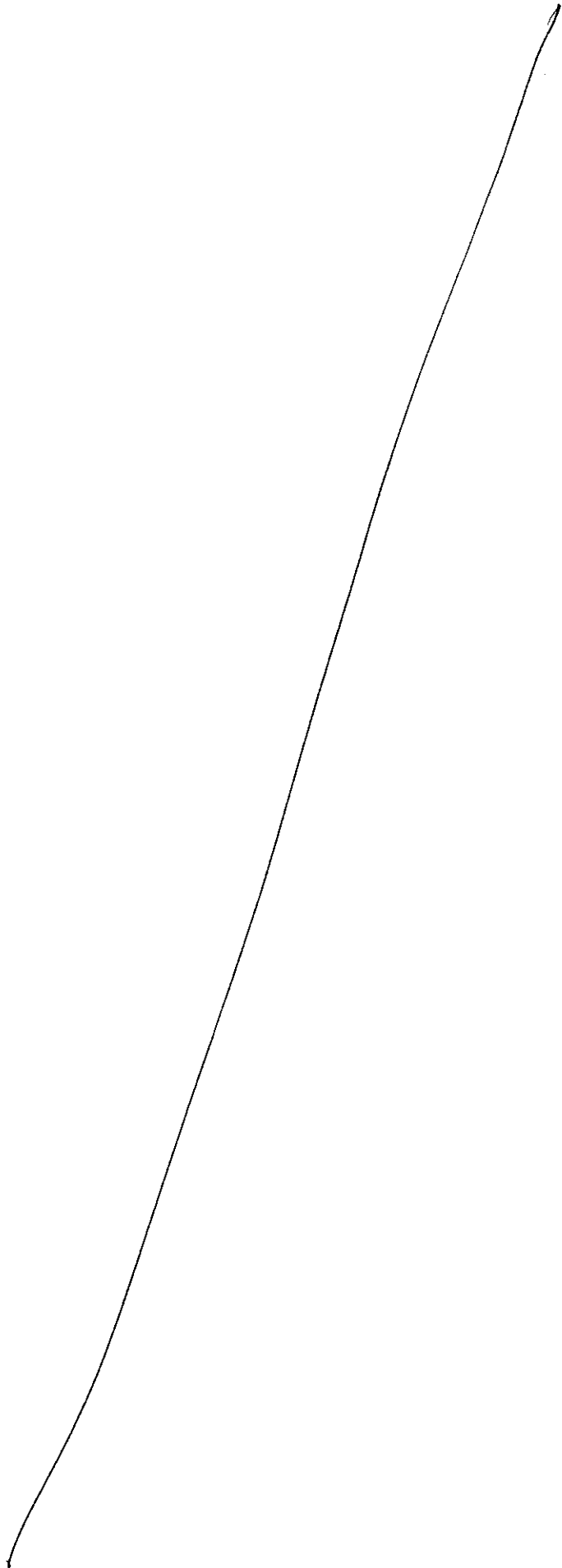
Name : **Shri Vikash Kumar**
Designation : **Asst. General Manager**
Name of Company : **M/s Gmmco Limited**

Arup Kumar Das
03/12/19

Name : **Shri Arup Kumar Das**
Designation : **Commercial Mining Manager**
Name of Company : **M/s Caterpillar Inc**

General Conditions of Contract (GCC)

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General Conditions of Contract (GCC)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "The 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 General Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "The Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited;
- h) "The Purchaser's country" is India;
- i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract;
- j) "CIL" means Coal India Limited or the Subsidiary Company of CIL where equipment is deployed;
- k) "Year" means the Calendar Year

2. Application

These General 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 GCC Clause 4.1 except for purposes of performing the Contract.

General Conditions of Contract (GCC)

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 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

The successful tenderers will have to submit security deposit as detailed in SCC, clause-1.

7. Performance Bank Guarantee

The successful bidders will have to furnish Performance Bank Guarantee as detailed in SCC, clause-2.

8. Inspections and Tests

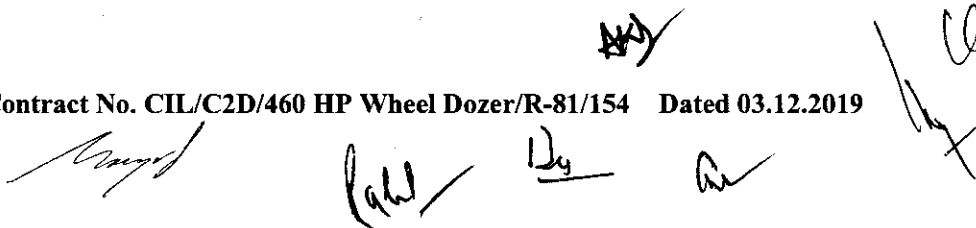
8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. Sufficient time, at least 30 days in advance should 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.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, 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.

8.4 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 country of origin.

8.5 Nothing in GCC Clause 8 shall in any way relieve the Supplier of any warranty or other obligations under this Contract.

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General Conditions of Contract (GCC)

9. Packing

- 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 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 SCC, and in any subsequent instructions ordered by the Purchaser.
- 9.3 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 ref. Number;
 - vi. The gross weight, net weight and cubic measurement;
 - vii. Consignee Name and Address;

NB: One copy of the packing list shall be inserted inside the package.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 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.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured by the supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to Final destination site. The insurance cover should be available for a period of not less than three (3) months after the complete supply is delivered at final destination to cover the period of erection and commissioning.
- 11.2 Where the delivery of the Goods is required by the Purchaser 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.

General Conditions of Contract (GCC)

11.3 Where the delivery of the Goods is required by the Purchaser 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”.

11.4 Insurance should be 110% of the total landed value inclusive of taxes for equipment or spares & consumables, as the case may be.

12. Transportation

12.1 (a) Where the Supplier is required under the Contract to deliver the Goods on CIP (Final Place of Destination) basis, transport of the goods to the port of destination or such other named place 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 quoting the price on CIP basis, there shall be no restriction on the choice of the carrier or Insurance Agency. In case of inland transportation of goods, the same is to be done through registered common carriers only.

(b) Marine Freight and Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate/ price quoted under this head.

12.2 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. Inland Freight and Insurance charges shall be paid at actuals but not beyond the composite rate/ prices quoted under this head. Transportation of goods is to be done through registered common carriers only.

13. Incidental Services

The Supplier may be required to provide any or all of the following Services, including additional Services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.
- e) Training of the Purchaser's personnel, at project site and manufacturer's works training facility available in India.

General Conditions of Contract (GCC)

14. Spare Parts

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts;
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
 - ii. following such termination, furnishing at no cost to the Purchaser, the manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere
- c) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and fast moving spares. The provision of Spare Parts by the Supplier to the Purchaser shall be governed by Part C.6 of Section VI (Technical Specifications).

15. Warranty

- 15.1 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.
- 15.2 The warranty for equipment shall remain valid for 12 months from the date of Commissioning of the equipment, unless specified otherwise in the SCC. The warranty for spares and consumables shall be 12 months from the date of their fitment unless specified otherwise in the SCC. However, in case of those spares and consumables whose life is less than 12 months the warranty will be limited to their respective life. The Special guarantee for different components supplied as spares will be applicable as defined in Equipment Specifications of the Contract.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser at the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, 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.

General Conditions of Contract (GCC)

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made by the Purchaser within 21 days after submission of an invoice or claim along with the requisite documents, by the supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be as specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid and accepted by the Purchaser.

17. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

18. 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.

19. Contract Amendments

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

20. 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.

21. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded by them 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.

22. Delays in the Supplier's Performance

- 22.1 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.
- 22.2 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

General Conditions of Contract (GCC)

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, in which case the extension shall be ratified by the Parties by amendment of the Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1. In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply 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, Coal India Ltd., 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), 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,
- (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 fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Coal India Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay Coal India Ltd, the balance amount on demand. The supplier shall not be entitled to any gain on any such purchase.

- 23.2. 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.