

भारतकोकिंगकोललिमिटेड ( कोलइंडियालिमिटेडकीएकअनुषंगीइकाई) एकमिनीरत्नकंपनी पंजीकृतकार्यालय :कोयलाभवन,कोयलानगर धनबाद-826005, CIN :U10101JH1972GOI000918 सामग्रीप्रबंधनविभाग कमर्शियलब्लॉक L-III , फ़ैक्स- 0326-2230183 फ़ोननंबर-0326-2230181 Email. Id: <a href="mailto:gmmm.bccl@coalindia.in">gmmm.bccl@coalindia.in</a> वैबसाइट: <a href="http://www.bcclweb.in">www.bcclweb.in</a>		<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) A Mini Ratna Company Regt. Off:Koyla Bhawan ,Koyla Nagar Dhanbad-826005, CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III (Fax No- 0326-2230183) Phone No.0326-2230181 Email. Id: <a href="mailto:gmmm.bccl@coalindia.in">gmmm.bccl@coalindia.in</a> Website: <a href="http://www.bcclweb.in">www.bcclweb.in</a>
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संदर्भ
No BCCL/PUR/ (Domestic)/RC-(Med) Gr-B/513/17-18/44/25
DATE-06.09.2019
THROUGH: - EMAIL

RATE CONTRACT

To M/s Tablets (India) Limited, 72 Marshalls Road Jhaver Centre,R A Building IVth Floor Egmore,Chennai-600008	E-Mail ID: <a href="mailto:hd@tabletsindia.com">hd@tabletsindia.com</a>
	PCC: By Registered Post
	Vendor Type : Manufacturer

विषय: Rate Contract for supply of Medicines to BCCL.

- संदर्भ:
- i)Our Tender No. BCCL/PUR/ (Domestic)/RC-(Med) Gr-B/513/17-18/44 dt. 13.11.2017 opened on 02-01-2018, for conclusion of Rate Contracts for supply Medicines (Tender ID 2017\_BCCL\_83676\_1).
  - ii) Your offer submitted online vide Bid ID: 257962 & subsequent shortfall/confirmatory documents.
  - iii) Your last letter No. Nil dated 24.07.2019

Dear Sir,

With reference to the above, we are pleased to enter into a Rate Contract with you for supply of Medicines to Central Hospital , Jagjivan Nagar, Dhanbad-826005(Jharkhand) at the Prices/Terms & Conditions stipulated hereunder:-

Scope of Supply

SN	NIT SN	Item code	Item description as per NIT	Name of medicine offered/Form	Basic Rate/ unit pack	HSN Code	GST Rate (%)	UNIT PACK	Landed Rate /Unit Pack	Estd 2 years requirement (Nos.)/ Offtake (Rs)
1	16	1.308	Ploythene glycol powder for oral solution	SAFELAX SACHET 17.1gm (Branded)	19.92	30049039	12	17.1gm/ Sachet	22.31	2000 sachet 44620.80
2	325	8.323	All essential Aminoacids, Multivitamin & Minerals Caps / Tabs.	ASTYMIN M FORTE CAP (Branded)	90.32	30049099	12	10's	101.16	840000 cap 8497305.60
3	507	15.325	Essential Amino Acid Infusion 200ml	ASTYMIN-3-200ML Bottle (Branded)	182.00	30049099	5	200ml Bottle	191.10	1400 bott 267540.00
Total 2 (Two) Years estimated off take value										8809466.40

**Rate Contract:** This is a Rate Contract whereby the prices are FIRM and Fixed. The quantity to be procured during the currency of the Rate Contract is not fixed and the same will be drawn by the DDO's based on their actual requirement from time to time “on as and when” required basis.

**GST:** GST shall be payable extra at actuals at legally applicable rate at the time of supply on Basic Price. The rate of GST which is presently applicable on individual item has been shown in scope of supply.

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), BCCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to BCCL.

**Validity of Rate Contract:-** This Rate Contract shall remain valid for a period of **Two Years** from the date of issue of this Rate Contract. However, BCCL reserves the right to short close the R/C or conclude parallel Rate Contract(s) with other firms.

**Basis of Price:-** Prices are Firm till Validity of Rate Contract on FOR destination basis inclusive of Packing & Forwarding, Freight & Insurance charges for supply up to destination. The prices shall remain firm till completion of supplies.

*[Signature]*

*[Signature]*



**Execution of supply & raising of bill for payment:** - Supply Order will be placed directly on you by Office of Chief of Medical Services, Central Hospital, Jagjivan Nagar Dhanbad -826003 (Jharkhand) for execution of supply & raising the bill for payment. You will stand guarantee for genuineness of the materials supplied by you. In case of any discrepancies with regards to supply of Medicines, price, quality of Medicines, claim of payment thereof, you will be fully responsible.

**Banker's Name, Address & Account No. of- M/s.Endoos Enterprises-** Bank of Baroda, BARBOHIRAPU (5<sup>th</sup> digit from right is zero), Ambatower, Saraidhela, Dhanbad. Current Account No.: 31910200000027, IFS Code: BARBOHIRAPU (5<sup>th</sup> digit from right is zero).

**Delivery Period:-** within 45 days from date of placement of order which will be reckoned from the 10th day of supply order date. The date of receipt of Medicines at consignee's stores shall be taken as the final date of delivery.

**Guarantee/Warranty & Shelf Life –**

- (i)Medicines to be supplied should not have less than 75% of total life at the time of medicines receiving at consignee’s end.
- (ii)You shall be fully responsible for the manufacturers warranty in respect of quality of the material
- (iii)You will replace defective materials free of cost within 30 days of intimation.
- (iv)**Replacement of Medicine:-** In the event of non-liquidation of stock of the firm will have to undertake the responsibility to replace the same with medicines having longer expiry period if informed before 03 (Three) months of expiry free of cost to the purchaser which means the supplier will have to bear all the expenses up to the destination site i.e. ex-works prices, sales tax, insurance, inland transportation charges etc as applicable will be borne by supplier to ensure free delivery- as per NIT
- (v)The warranty/guarantee/Shelf Life certificate should be submitted to the consignee along with the supplies.
- (vi) You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for you to replace defective material, such replacement shall be made by you 100% free of cost without any extra cost to BCCL. The new items should be supplied on FOR destination basis free of cost. Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim for the items on free of cost up to ultimate Consignee’s end.

**Mode of Dispatch:-**The stores will be despatched by Road Transport on freight paid basis for delivery on FOR Destination to the Consignee duly insured/ properly packed. In case of small consignment, it may be sent by Post Parcel.

**Security Deposit:-** Security deposit shall not be applicable for manufacturer supplying directly as per NIT.

**Terms of Payment:-**100% payment will be arranged by the Paying Authority within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills whichever is later.

**Consignees / DDOs (Direct Demanding Officers) /Paying Authority:-** Chief Of Medical Services (I/C) of Central Hospital Jagjivan Nagar, Dhanbad-826003will be DDO/ Consignee for Medicines required for Central Hospital Jagjivan Nagar Dhabad-826003 and Hospital &Dispensaries of BCCL. Details of Consignee/ DDOs and paying authority are as under

Consignee/Direct Demanding Officer	Paying Authority
Chief Of Medical Services (I/C), Central Hospital , Jagjivan Nagar, Dhanbad, P.O.- Jagjivan Nagar Dist. Dhanbad, (Jharkhand).-826003.	Sr Manager(Fin) /HOD(Fin) Central Hospital , Jagjivan Nagar, Dhanbad, P.O.- Jagjivan Nagar Dist. Dhanbad, (Jharkhand).-826003

**Submission of Bills:-Following documents required to be submitted to the Consignee:**

- 1 Consignment Note, wherever required.
- 2 Delivery Challan in triplicate (One original& Two Duplicate duly authenticated).
- 3 GST Invoice duly pre-receipted in triplicate (One original and two copies in duplicate duly authenticated).
- 4 Warranty/Guarantee Certificate/Inspection Report wherever required.
- 5 Manufacturers test certificate wherever required.
- 6 Lowest Price Certificate
- 7 Any other documents specified in the Supply order.

**Lowest Price Certificate:-** You shall certify on the body of each invoice /bill that the "Prices charged by us in the bill are the lowest and is the same as applicable to other Government Deptt./PSUs including subsidiaries of CIL and other organizations .

**Identification of Marking:-** (i) The Batch No., Manufacturing Date & Expiry Date with Mark/Symbol/ Identification Mark of the manufacturer(s) should be clearly printed on Strips/Blisters/ Ampoules/Vials/Bottles/Tubes/Packets of each items, as far as practicable, at a visible place, which is not subject to normal wear and tear for convenience of identification at any time. (ii)The printing of "FOR BCCL SUPPLY ONLY"(Local Stamping will not be accepted) on each strips/Blisters/Ampules/ Vials/Bottles/ Tubes/Packets of medicine must be ensured.

**Price Fall Clause:** You have to undertake that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the us.





**Liquidated Damages Clause:**

In the event of failure to deliver the stores within the stipulated date/period in accordance with 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, BCCL shall have the right:-

- To recover from you, as agreed liquidated damages a sum not less than 0.5% (half percent) of the price of any store which you have 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). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of Material Management Division of BCCL
- To purchase elsewhere after due notice to you on your account and risk, the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply. OR
- To cancel the supply order or a portion thereof and if so desired to purchase the stores at your and risk and cost 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.
- Whenever, under this contract, a sum of money is recoverable from and payable by you, BCCL 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 you in this or any contract should this sum be not sufficient to cover the full amount recoverable, you shall pay BCCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

**Delivery/Stock:** The stores will be delivered on "As and when required basis" and adequate stocks of item will be maintained by you to ensure timely supply against orders to be placed by the Consignee.

**Inspection:**

- Materials under supply shall be of the best quality and shall be in accordance with the specification laid down in the supply order.
- To check the quality of medicine, BCCL shall be at liberty to send the medicine for testing to any Laboratory and in case of adverse report the cost will be recovered from the party along with legal and other action including banning of business.
- Final inspection will be carried out at the consignee's end.

**Risk Purchase:** In the event of your failure to deliver the stores within the stipulated date/period of the Rate Contract / supply order, or in the event of breach of any of the terms and conditions mentioned in the Rate Contract/ supply order, BCCL has the right to purchase stores from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any supplies pending in BCCL and also in any other Subsidiary companies/Coal India Ltd.

**Force Majeure Clause:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

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

**Off-take Value (Rs.):** Annual off-take value for the qty. indicated in the scope of supply is as under:

Total 2(Two) Years Off-take for BCCL Hospitals / Dispensaries including CHD (Rs.)	Rs. 8809466.40
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**Monthly Statement of Material Supplied:-**

You are required to submit a statement in duplicate by the 5th of every month to this office showing the supply order indicating the position as on the last date of previous month on the proforma given below.

Sl. No	Supply order No.	Quantity ordered	Qty. supplied during the month	Qty. balance to be supplied


**Integrity Pact:-**The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract.

We enclose two copies of the Rate Contract, one of which should be returned to us within 15 days duly stamped and signed by you as a token of acceptance of this Rate Contract, or else it will be construed that you have accepted the Rate Contract.

All other terms and conditions shall be as per NIT & GST Act, 2017.

Encl: - Annexure -II: General terms and conditions of supply of stores.

  
(A.K.Pandey)  
Sr Manager (MM)

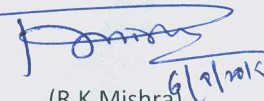
Yours faithfully,  
  
(R.K.Mishra)  
Chief Manager (MM)

Copy to:-

- 1 Chief of Medical Services I/c, BCCL, Koyla Bhawan Dhanbad.
- 2 Chief of Medical Services (In-charge), Central Hospital, Jagjivan Nagar Dhanbad -826003.
- 3 Sr Manager (Stores) Central Hospital, Jagjivan Nagar Dhanbad -826003.
- 4 Sr Manager (Fin)/HOD (Fin), Central Hospital, Jagjivan Nagar Dhanbad -826003.
- 5 MM (Tech Cell), MM Department, Koyla Bhawan Dhanbad.
- 6 Sri Adita Prakash Mishra IRSE(Retd.), Flat No. 24 Aster-1 Vatika City, Sohna Road, Sector 49 Gurgaon 122003(Through Email)
- 7 Shri Pramod Deepak Sudhakar, IAS (Retd.) Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP) - 201 301.  
(Through Email)
- 8 GM(MM), CCL/NCL/WCL/SECL/MCL/ECL/CMPDIL (Through Email)
- 9 Master File/Office copy.

This Rate Contract is issued against estimated 2 years requirement of medicines for BCCL Hospitals including Central Hospital furnished by Central Hospital on 08-08-2017, as per the approval accorded by FDs on 25-03-2016 (3<sup>rd</sup> of 2016).

  
(A.K.Pandey)  
Sr Manager (MM)

  
(R.K.Mishra)  
Chief Manager (MM)



**GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**

1. Definition: In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:
    - i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
    - ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
    - iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
    - iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of BCCL, Dhanbad
    - v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
    - vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
    - vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
    - viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
    - ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
    - x. The term PARTICULARS shall mean the following:
      - a. Specification
      - b. Drawing
      - c. Sealed pattern denoting a pattern sealed and signed by the inspector
      - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
      - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Ltd and / or a general standard of the Industry and obtainable in the open market.
      - f. Proprietary make denoting the product of an individual manufacturer
      - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
    - xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
    - xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
    - xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
    - xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
    - xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
    - xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
    - xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
  2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to :
    - i. The consignee at his premises or
    - ii. Where so provided the interim consignee at his premises or
    - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
    - iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
  3. Words in the singular include the plural and vice-versa.
  4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
  5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
  6. (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
  - (b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
  7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOB destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
  - ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. GST shall be shown separately and whether it is SGST/CGST or IGST. If no mention is made about GST, it will be assumed to be included in the price quoted.
- In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.
- iii. The price must be stated separately for each item on unit basis.
  - iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
  - v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.
  - vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
  - vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.






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

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

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

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

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

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

9. a) Subletting and Assignment: The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever.

Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

b) Change in a Firm:

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

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

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

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

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

11. Use of raw materials secured with Government assistance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) Cost of Test: The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made



on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

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

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

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

f) Stores Expended in Test: Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) Inspector – Final Authority and to Certify Performance

i. The Inspector shall have the power: Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

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

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

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

(h) Consequence of Rejection : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:-

i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

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

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

(i) Inspector's Decision as to Rejection Final: The Inspector's decision as regards the rejection shall be final and binding on the supplier.

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

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

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

(m) Removal of Rejection

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

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

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

#### 16. Packing and Transport

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

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

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

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

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

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



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

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

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

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

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

23. Freight: The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

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

25. Laws Governing the Contract.

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

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

(c) Jurisdiction of Courts: The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores: The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26. Corrupt Practices:

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

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

27. Insolvency and Breach of Contract

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

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

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

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

28. Progress Report

a) 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.

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

29. All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the "Law of the Land".