

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772970858

अनुबंध तिथि | Generated Date : 05-Aug-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4681332](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 2

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : COAL INDIA LIMITED संगठन का नाम   Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र   Office Zone : BCCL Dhanbad Jharkhand	पद   Designation : Manager MM संपर्क नंबर   Contact No. : 62876-95266- ईमेल आईडी   Email ID : alok.kumar4440@nic.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : GM Excavation वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GMMM	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Senior Manager ईमेल आईडी   Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन   GSTIN : 20AAACB7934MFZB पता   Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : D608180000104512 कंपनी का नाम   Company Name : JK TYRE & INDUSTRIES LIMITED संपर्क नंबर   Contact No. : 09717890391 ईमेल आईडी   Email ID : girish@jkmail.com पता   Address : Jaykaygram, PO Tyre Factory, Kankroli, Distt Rajsamand, Kankroli, Distt. Rajsamand, Rajasthan-313342, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN : 37AAACJ6716F1Z1 (B), 10AAACJ6716F1Z3 (B), 22AAACJ6716F1Z1 (B), 07AAACJ6716F1ZQ (B), 30AAACJ6716F1Z1 (B), 24AAACJ6716F1Z1 (B), 02AAACJ6716F2ZZ (B), 06AAACJ6716F1ZS (B), 20AAACJ6716F1Z2 (B), 04AAACJ6716F2ZV (B), 29AAACJ6716F1ZK (B), 23AAACJ6716F2ZV (B), 32AAACJ6716F1ZX (B), 27AAACJ6716F1Z0 (B), 36AAACJ6716F1ZP (B), 03AAACJ6716F1ZY (B), 19AAACJ6716F1ZL (B), 05AAACJ6716F1ZU (B), 16AAACJ6716F1ZR (B), 34AAACJ6716F1ZT (B), 21AAACJ6716F1Z0 (B), 08AAACJ6716F1Z0 (M), 29AAACJ6716F1ZK (M), 03AAACJ6716F1ZY (B), 19AAACJ6716F1ZL (B), 06AAACJ6716F1ZS (G), 09AAACJ6716F1ZM (B), 32AAACJ6716F1ZX (B), 23AAACJ6716F2ZV (B), 18AAACJ6716F1Z1 (G), 24AAACJ6716F1Z1 (B), 01AAACJ6716F2Z1 (B), 33AAACJ6716F1ZV (M), 27AAACJ6716F1Z0 (B), 20AAACJ6716F1Z2 (B), 24AAACJ6716F1Z1 (B), 33AAACJ6716F1ZV (B), (B), (B), (B), 27AAACJ6716F1Z0 (B), (B), 33AAACJ6716F1ZV (B), 08AAACJ6716F1Z0 (B), (B), (B), (B), (B), 21AAACJ6716F1Z0 (G), 19AAACJ6716F1ZL (G), 09AAACJ6716F1ZM (B), 23AAACJ6716F2ZV (B), 24AAACJ6716F1Z1 (B), 21AAACJ6716F1Z0 (B), 09AAACJ6716F1ZM (B), 06AAACJ6716F1ZS (B), 24AAACJ6716F1Z1 (B), 06AAACJ6716F1ZS (B), 37AAACJ6716F1Z1 (B), 27AAACJ6716F1Z0 (G), 16AAACJ6716F1ZR (G), 27AAACJ6716F1Z0 (B), (B), 18AAACJ6716F1Z1 (B), 09AAACJ6716F1ZM (G), (G), 29AAACJ6716F1ZK (M), 03AAACJ6716F1ZY (G), 23AAACJ6716F2ZV (B), 01AAACJ6716F2Z1 (B), 09AAACJ6716F1ZM (B), 07AAACJ6716F1ZQ (B), 19AAACJ6716F1ZL (G), 05AAACJ6716F1ZU (M), 08AAACJ6716F1Z0 (R), (B), 27AAACJ6716F1Z0 (B), 33AAACJ6716F1ZV (B), 32AAACJ6716F1ZX (B), 08AAACJ6716F1Z0 (B), 36AAACJ6716F1ZP (B), 29AAACJ6716F1ZK (B), (B), 36AAACJ6716F1ZP (B), 03AAACJ6716F1ZY (B), 27AAACJ6716F1Z0 (G), 19AAACJ6716F1ZL (B), 09AAACJ6716F1ZM (B), (B), 08AAACJ6716F1Z0 (B), 09AAACJ6716F1ZM (B), 33AAACJ6716F1ZV (B), 27AAACJ6716F1Z0 (B), 20AAACJ6716F1Z2 (B), 24AAACJ6716F1Z1 (B), 06AAACJ6716F1ZS (G), 27AAACJ6716F1Z0 (B), 09AAACJ6716F1ZM (B), 32AAACJ6716F1ZX (B), 27AAACJ6716F1Z0 (G), 30AAACJ6716F1Z1 (B), 27AAACJ6716F1Z0 (G), 24AAACJ6716F1Z1 (B), (B), 21AAACJ6716F1Z0 (G), 24AAACJ6716F1Z1 (B), 03AAACJ6716F1ZY (B), 05AAACJ6716F1Z1 (B), 23AAACJ6716F2ZV (M), 08AAACJ6716F1Z0 (G), 22AAACJ6716F1ZY (G), 09AAACJ6716F1ZM (B), 24AAACJ6716F1Z1 (G), 09AAACJ6716F1ZM (B), 02AAACJ6716F2ZZ (B), 23AAACJ6716F2ZV (G), 06AAACJ6716F1ZS (B), 17AAACJ6716F1ZP (B), 06AAACJ6716F1ZS (B), 24AAACJ6716F1Z1 (B)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

## उत्पाद विवरण | Product Details

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
	उत्पाद का नाम   Product Name : 20.5-25_VEM99_E3/L3_20PR_TL ब्रांड   Brand : JK TYRE				जीएसटी   GST (28%) : 25,865.438 जीएसटी उपकर 1   GST Cess 1 (0%) : 0	

1	<b>ब्रांड प्रकार   Brand Type :</b> Registered Brand <b>कैटलॉग की स्थिति   Catalogue Status :</b> Catalogue not verified by OEM <b>कैसे बेचा जा रहा है   Selling As :</b> Reseller not verified by OEM <b>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant :</b> 20.5-25_VEM99_E3/L3_20PR_TL (Q3) <b>मॉडल   Model:</b> 20.5-25_VEM99_E3/L3_20PR_TL <b>एचएसएन कोड   HSN Code:</b> 40118000	2	pieces	59,121	<b>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) :</b> 0 <b>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) :</b> 25,865.438 <b>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) :</b> 0 <b>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) :</b> 0	118,242
2	<b>उत्पाद का नाम   Product Name :</b> 24.00-35_VEM045_E4_48PR_TL_J2 <b>ब्रांड   Brand :</b> JK TYRE <b>ब्रांड प्रकार   Brand Type :</b> Registered Brand <b>कैटलॉग की स्थिति   Catalogue Status :</b> Catalogue not verified by OEM <b>कैसे बेचा जा रहा है   Selling As :</b> Reseller not verified by OEM <b>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant :</b> 24.00-35_VEM045_E4_48PR_TL_J2 (Q3) <b>मॉडल   Model:</b> VEM 045 <b>एचएसएन कोड   HSN Code:</b> 40118000	82	pieces	170,646	<b>जीएसटी   GST (28%) :</b> 3,060,962.625 <b>जीएसटी उपकर 1   GST Cess 1 (0%) :</b> 0 <b>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) :</b> 0 <b>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) :</b> 3,060,962.625 <b>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) :</b> 0 <b>जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) :</b> 0	13,992,972

कुल ऑर्डर मूल्य | Total Order Value (in INR)

14,111,214

**परोषिती विवरण | Consignee Detail**

क्र.सं.   S.No	परोषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	<b>पद   Designation :-</b> <b>ईमेल आईडी   Email ID :</b> anshu.chaurasia@nic.in <b>संपर्क   Contact :</b> 62872-42897- <b>जीएसटीआईएन   GSTIN :</b> 20AAACB7934MFZB <b>पता   Address :</b> Depot Officer, Central Stores, Jealgora BCCL, PO: Jealgora, DHANBAD, JHARKHAND-828110, India	20.5-25_VEM99_E3/L3_20PR_TL	-	2	05-Aug-2024	04-Oct-2024
		24.00-35_VEM045_E4_48PR_TL_J2	1	42	05-Aug-2024	04-Oct-2024
			2	40	05-Oct-2024	03-Dec-2024

**Product Specification for 20.5-25\_VEM99\_E3/L3\_20PR\_TL**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/74/37/820/CatalogAttrs/SpecificationDocument/2024/3/17/2024_03_17_19_16_24_f_b-20-5-25_J3_e3_2024-03-17-19-16-27_d864d2eb2f626b33a792d74518739bd9.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/402957/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/22/tech_20point5_25_2024-02-22-19-49-28_639c4f41ef2e4082ac0467351eb537a6.pdf
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**Product Specification for 24.00-35\_VEM045\_E4\_48PR\_TL\_J2**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/74/37/820/CatalogAttrs/SpecificationDocument/2023/8/8/2023_08_08_13_14_28_vem_045_-24-00-35_2023-08-08-13-14-31_dce5c678e6efd1ec0c00ac55b6469b0b.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/402957/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/22/tech_24_35_2024-02-22-19-46-17_7a4ca710cd15e20c42063c6b83c0ec
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## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

State Bank of India

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

## आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## नियम और शर्तें | Terms and Conditions

## 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

## 2. Buyer Added Bid Specific Terms and Conditions-

## 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2.2 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 2.3 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

## 2.4 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 2.5 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 2.6 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Not applicable

Post Receipt Inspection at consignee site before acceptance of stores:

Nominated by GM(Excvn)/HOD,BCCL

## 2.7 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Bharat Coking Coal Limited

payable at

Dhanbad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 2.8 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Bharat Coking Coal Limited  
 Account No.  
 10976596836  
 IFSC Code  
 SBIN0000066  
 Bank Name  
 State Bank of India  
 Branch address  
 Bank More, Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.9 Certificates:**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**2.10 Certificates:**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

**2.11 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

**2.12 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**Terms and Conditions for bid**

1. A duly notarized copy of the valid ISO 9001:2008 (or latest version) or ASO/TS 16949:2009 (or latest version) or equivalent certificate issued in favour of the manufacturer of the OFF THE ROAD (OTR) tyres shall be submitted by the bidder. The offer shall be rendered technically unacceptable without this certificate".
2. The bidder must submit documentary evidence i.e. authenticated copy of such contracts/purchase orders received by them & their satisfactory performance.
3. Provenness of tyre:

In the evaluation of Provenness of tyres if the vendor has supplied the same tyres to CIL or its subsidiaries or any other industry in India.

"Note: If the tyre has been supplied to any of the Subsidiaries of Coal India Ltd., the bidder has to submit the Performance certificate of the latest supply from the user subsidiary. In case the tyre has not been supplied in Coal India Ltd, Performance certificate of tyres supplied in any other Industry in India has to be submitted by the bidder. In case the tyres have not been supplied in India, an undertaking for the same will have to be submitted with the bid." In this case, the bidder has to submit the proof of supply of the quoted tyres in any other country.

4. Satisfactory Performance:

Considering the practical difficulties in obtaining the performance reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/ Govt. Departments, the bidder will submit a Self-Certificate in the following format, along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s) and Commissioning Certificate (s) (In case of Equipment ,P&M, etc, where installation & commissioning is required)

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) and all the complaints/ claim (s) lodged by the purchaser, if any, have been attended to and no complaints/ claims(s) are pending."

Note: Satisfactory performance certificate of the offered item with same or higher specification, for at least 1 year from the date of commissioning, issued by respective Buyer Organization for the above Orders shall be uploaded with bid.

5. Exemption from Experience Criteria/Performance criteria

If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/ Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by BCCL for the quoted items

or if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification. The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s) .(Proforma attached in buyer added bid specific ATC document )

Note: performance/exemption documents for each schedule participated, needs to be submitted to be considered for provenness/exemption.

6. Manufacturer Authorization: Wherever Authorized Distributors/service providers are submitting the bid, bid specific Authorization Form /Certificate with OEM/Original Serv

ice Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

7. Warranty Clause applicable for all 06 Types of Tyres:

A. Tyre shall be guaranteed for 4000 working hours from the date of fitment OR 24 months from the date of receipt and acceptance whichever is earlier.

B. In case any tyre fails within 2000 hours, due to manufacturing defects it will be intimated immediately to the supplier to arrange for joint inspection. If on the basis of Joint Inspection, the tyre is found warrantable due to manufacturing defects then supplier shall replace the defective tyre with a new tyre on FREE OF COST basis. The tyre so replaced should be warrantable for 4000 working hours from the date of fitment or 24 months from the date of receipt and acceptance whichever is earlier.

C. In case any tyre fails between 2000 – 4000 hours, it will be intimated immediately to the supplier to arrange for joint inspection. If on the basis of Joint Inspection, the tyre is found warrantable due to manufacturing defects then supplier shall replace the defective tyre with a new tyre on FREE OF COST basis. The tyre so replaced should be warrantable for the balance guaranteed working hours from the date of fitment or balance guaranteed period from the date of receipt and acceptance whichever is earlier.

A broad classification of manufacturing defect and operational failure has been listed below:

Manufacturing defects

- a) Ply separation occurring from the casing cords due to fatigue
- b) Separation in plies and subsequently bursting of the tyre due to excessive heat generation (within defined TKPH limit)
- c) Swelling / bulging / Air pocket in Tyres
- d) Side wall bubbles - Swelling or deformation to the sidewall caused by broken cords.
- e) Failure due to circumferential cracks
- f) Separation between layers of rubber
- g) Shoulder belt separation
- h) Lateral or Radial cracks
- i) Tread separation
- j) Lug base crack (lug cuts due to operation to be excluded)
- k) 80% or more worn out of tread within warranty period.

Operational failure

- a) Any type of cut or cut induced separation
- b) Puncture of tyre by foreign object
- c) One sided tread wear / uneven wear
- d) Failure due to fire or any other accidental damage
- e) Failure due to improper inflation
- f) Shoulder lug tear due to external impact
- g) Shoulder impact / penetration
- h) Failure due to improper & off centre mounting
- i) Damage due to oil or chemicals
- j) Any other operational defect mutually agreed during joint inspection

Warranty replacement with a new tyre should be completed within one month from the date of claim for indigenous tyres and three months from the date of claim for imported tyres. Safe delivery of the replaced tyre to the consignee's end will be the responsibility of the supplier. The consignee will render help to the supplier, if required by them.

8. Joint inspection format attached in buyer added ATC.

9. Above warranty clause is applicable to all schedule.

10. The custom catalogue uploaded by the bidder should bear correct catalogue name as per quoted item and the offered specification including make and model should be made part of offered catalogue for the particular item as these will become part of GeM PO.

11. **Estimated total bid value: Rs. 1,96,79,840.00**

12. Performance Bank Guarantee (PBG)

**Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,**

- 1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.**
- 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 as below on a non-judicial stamp paper.**
- 3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been signed.**
- 4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.**
- 5. 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.**

6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment 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 after expiry of validity period after obtaining the following:

1. 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
2. 'No Claim Certificate' from the contractor indicating that there is no claim pending and that there is no dispute pending as per Annexure-2.
7. The PBG will be submitted through Structured Financial Management System (SFMS).
8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

13. Or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ, BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.

10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

14. TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has onboarded TReDS platform through Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm the member code of RXIL in their offer. The bidder may contact Mr. Avinil Dey, Assistant Relationship Manager-Business Development, RXIL, Mob: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration.

M/s. Bharat Coking Coal Ltd.

KoylaBhawan,KoylaNagar

Dhanbad - 826005

**Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. .... dated ..... between BHARAT COKING COAL LIMITED and ..... (Name of Supplier Company)**

**Messrs .....a Company / Firm having its office at No. .... (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no ..... dated ..... (hereinafter called 'the said Agreement') with BHARAT COKING COAL LIMITED (hereinafter called 'the Company') to supply ..... stores/ materials amounting to Rs. ....on the terms and conditions contained in the said Agreement.**

**The..... (Name of the Bank) (hereinafter called '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) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement 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 any portion thereof 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 maybe 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..... are fully satisfied and the Company certifies that the Agreement 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 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 of .....20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period 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 has under its constitution power to give this guarantee and..... [(Name of the person(s)) who have signed it on behalf of the Bank has authority to do so.**

**Dated this.....day of .....20.....**

**Place.....**

**n(s)**

**Signature of the authorized person**

**For and on behalf of the Bank.**

## No Claim Certificate

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity \_\_\_\_\_

## NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.