

	<p><b>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</b>  <b>Bharat Coking Coal Limited</b>  <b>(A Subsidiary of Coal India Limited)</b>  <b>(A GOVT. OF INDIA UNDERTAKING)</b>          6, Lyons Range, 4<sup>th</sup> Floor, Purchase division,          Kolkata-700001 (West Bengal)  <b>OFFICE OF THE CHIEF MANAGER (MM)</b>          Phone No. 033-22304975; Fax No. 033-22304928          Web-site No: www.bccl.gov.in</p>
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Ref.No. Date : KOL/72/Tyre & Tube/ /2013/09

Dt. 01.09.2013

To  
M/s. General Supply Agency,  
P.C.Chatterjee Market, Rambandhu Talaw,  
192, G.T.Road (East), Asansol-713303.  
Contact Persons - Mrs.P.K.Kedia,  
Tel. 0341-2300474, 09832197478; 09093159251  
Fax No: 0341-2300474

**VENDOR CODE NO: 1/12/D/S/027**  
**CATEGORY : Dealer**

Sub: Supply of Tyre & Tube of different sizes.  
Ref: BCCL Tender No: Kol/72/UB-SUB/Tyre,Tube & Flap/ MB/  
Advt/ 2012/75 opened on 03.04.2012 and your offer No.  
Nil dtd.30.03.2012 and your last letter dtd.19.08.2013.

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place supply order on you for supply of Tyres & Tubes as per rate , terms and conditions indicated below :

**1. SCOPE OF SUPPLY**

Sl.no	Item	Specification of Stores	Materials	Unit	Quantity	Rate/Set (Rs.)	Value (Rs.)
01.	Tyre	7.50 x 16 x 16PR	Nylon	Set	52	6790.00	353080.00
	Tube	-do-	Natural/Butyle				
02.	Tyre	9.00 x 20 x 16PR	Nylon	Set	490	12160.00	5958400.00
	Tube	-do-	Natural/Butyle				

Total- Rs.6311480.00

(Rupees Sixty Three lakh Eleven thousand Four Hundred Eighty only)

(The above rates are inclusive of ED and CST-nil)

**NB**:-The above items should be ISI marked and confirm to the following IS:

For Tyre: - IS: 15636/2005 (with latest amendment)

For Tube: - IS: 13098 (with latest amendment).

## **TERMS & CONDITIONS:**

1. **Payment Terms:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.

2. **Prices:** FIRM and FOR destination basis.

3. **Excise Duty:** Inclusive. For Tyre & Tube Size: 7.50x16x16PR ,ED inclusive @Rs.650/- per set and for Tyre& Tube size: 9.00x20x16PR ,ED inclusive @Rs.1160/- per set . However the firm will have to submit Excise paid Invoice/Gate Pass of their Principal i.e. M/s. Michigan Rubber (India) Ltd, with consignee details of BCCL i.e. of Central Stores,Ekra for the ED amount charged, to avail CENVAT Credit. Cenvatable invoice in favour of BCCL as per details enclosed at Annexure-‘B’.

4. **Central Sales Tax:** CST Nil against E-1 transaction . However C Form is to be provided .

5. **DELIVERY SCHEDULE:-**To be completed within 75 days or earlier from the date of receipt of supply order.

Delivery schedule shall be reckoned from the 10TH day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

6. **Security Money:** - You are requested to furnish a sum of Rs.631148.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee (Format at Appendix-II) of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” as Security Deposit within 15days which will be refunded after satisfactory completion of the order. No payment shall be made without submission of Security Deposit

7. **Inspection** – Final inspection at Consignee’s end.

8.**Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

## **9. PENALTY FOR FAILURE TO SUPPLY IN TIME**

The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

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

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

- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

#### **10. PRICE FALL CLAUSE.**

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM (MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhavan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

**11 Submission of Bills-**100% value of bill duly stamped, signed & pre-receipted in quadruplicate as per terms of the order should be submitted for payment to the paying authority through consignee.

Bill should be submitted along with delivery challan in original, Consignee note (if any), Guarantee/ Warranty certificate, Copy of valid BIS license, documentary evidence of Excise duty payment, Price Certificate , and other relevant documents, as per order.

**12. Guarantee /Warranty –** Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 30 days free of cost.

**13. PRICE CERTIFICATE:** You should submit a certificate along with bill as stated below  
“The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date “

14. **Packing** - Consignment shall be supplied in suitable standard proper packing as per NIT.

**15 Force Majeure Clauses –**

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or 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 is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

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 lasting 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 the 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.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

16. **Consignee** – Depot Officer, Ekra Central Stores. P.O: - Bansjora, Block-II Area, BCCL, Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

17. **Paying Authority**- Chief Manager (F) , BCCL, KOLKATA.

18. **Issue of Road Permit** - Road Permit if required may be obtained in favour of Principal/Self, directly from the Consignee under intimation to this office.

19. **LOGO Embossing**: Items supplied shall be embossed with LOGO and Serial Number in a convenient place where there is no wear & tear of the item inclusive of ISI marking.

**20. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

Yours faithfully,  
For & on behalf of Bharat Coking Coal Ltd.

Chief Manager (MM), Kol

**INDENT REFERENCE**

Sr.No	Indent no. And Date	BC no. & dt.	Indenting Authority
1.	MB/08/ 11-12 dtd.21.05.2011, IR No: 811112(11-12) dtd.18.08.2011	BCCL/BC/Rev/Other Stores/13-14/11 dt.30.08.2013 for Rs._6311480.00	CGM (E&M), Koyla Bhawan. Dhanbad.

Sl no.	Item description	Material Code No
01.	7.50 x 16 x 16PR	94060103151
02.	9.00 x 20 x 16PR	94060103045

**Copy to:**

1. GM (MM) /GM (MM)(S), BCCL, Koyla Bhavan, Dhanbad.
2. CGM (E&M), BCCL, Koyla Bhavan, Dhanbad.
3. Chief Manager (F), BCCL, Kolkata.
4. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
5. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
6. M/s. Michigan Rubber (India) Ltd, Village: Sohagpur, Near Sapna Dam, Distt: Betul (M.P)-460004-with reference to your authorization letter no: Nil dtd.30.03.2012
7. Master File/Office Copy.

**ANNEXURE-‘B’**

Details in respect of both the supplier as well as the Consignee to be incorporated in the Invoice for getting input credit for VAT as well as CENVAT:

(A) CONSIGNEE DETAILS:

1. VAT TIN NO. - 20821500736
2. CST No. – KT-254(C)
3. Circle/Sub-circle where it is registered - Katras Circle, Katras.
4. S.S.I. Regd. No, if any
5. Service Tax Regd. No.,if any
6. Central Excise Duty Regd. No. - aaacb7934MEM007
7. Central Excise Range (code) - Dhanbad Code - 02
8. Central Excise Division (code) - Dhanbad Code - 02
9. Central Excise Commissionerate (code) – Ranchi Code - 87

5(Five) copies of Invoices are to be submitted by the supplier (Two copies for Area Finance to be retained by the Central Stores/Regional Stores and to be forwarded to AFM for Tax purposes, One copy for Central/Regional Stores, one for Fund Section and one Office Copy for MM-Finance).

The 1<sup>st</sup> copy of CENVAT Invoice must be affixed with “ORIGINAL FOR BUYER” meant for concerned Area Finance Manager for availing CENVAT Credit.

(B) VENDOR DETAILS: (TO BE FILLED IN BY VENDOR).

**APPENDIX-II**

**Format of Bank Guarantee for Security Deposit:/PBG**

*(RS.250 non-judicial stamp paper)*

Messers -----, a Company having its office -----  
----- (hereinafter called the Contractor) has  
entered into a Contract No. -----dated -----  
----- ( hereinafter called the said Contract ) with Bharat Coking Coal Limited (hereinafter  
called BCCL, Buyer) to supply equipment on the terms and conditions contained in the  
said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the  
equipment will be made to the Contractor in terms of the said contract on the Contractor  
furnishing to the purchaser a Bank Guarantee for the sum of -----  
equivalent to 10% of the value of order by the Contractor, as security for the due and  
faithful performance of the terms of the said contract and against any loss or damage  
caused to or would be caused to or suffered by Purchaser by reason of any breach by the  
said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at -----has at  
the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts  
due and payable under this guarantee without any demur, merely on a demand from the  
Purchaser stating that the amount claimed is due by way of loss or damage caused to or  
would be caused to or suffered by the Purchaser by reason of any breach by the said  
Seller or any of the terms and conditions contained in the said Contract or by reason of  
the Seller's failure to perform the said contract. Any such demand made on the bank shall  
be conclusive as regards the amount due and payable by the Bank under this Guarantee.  
We shall not withhold the payment on the ground that the Seller 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 purchaser and the Seller regarding the claim. However,  
our liability under this guarantee shall be restricted to an amount not exceeding -----  
-----.

3. We, -----, further agree that the guarantee herein  
contained shall come into force from the date hereof and shall remain in full force and  
effect during the period that would be taken for the performance of the said contract and  
that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue  
of the said contract have been fully paid and its claims satisfied or purchaser certifies that  
the terms and conditions of the said contract have been fully and properly carried out by  
the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -  
------(date to be given), we shall be discharged from all liability under  
this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the  
Purchaser, that the Purchaser, shall have the fullest liberty without our consent and  
without effecting in any manner our obligations hereunder to vary any of the terms and  
conditions of the said -6-contract or to extend time of performance by the said seller (s)  
from time to time or to

postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,.....Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated : ..... Day of ..... 20.....  
for ..... Bank Limited.

**Signature of the authorised person  
for and on behalf of the Bank.**