



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III, Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)
CIN: U1010JH1972COI000918
WEBSITE:bccl.gov.in Email:gmimm@bccl.gov.in

PURCHASE ORDER

Ref No. BCCL/PUR/414016 (14-15)/OTR Tyre 14.00 x 25 /14-15/107

Dated: 23.09.2014

To,
M/s ASIAN TIRE FACTORY LTD.
D-37, FOCAL POINT,
JALLANDHAR 144 004,(PUNJAB)

VENDOR CODE: 1/24/MM/7/011
VENDOR TYPE: **MANUFACTURER**
Ph +91 181 5083063-64
Fax +91 181 2601531
Email asian@asiantyre.com

Ref: Your online offer read with subsequent clarifications / shortfall documents against this office Domestic open/advertised E Tender No BCCL/PUR/414016(14-15)/OTR Tyre 14.00 X 25/14-15/35 Dated 28/30.06.2014 due on 28.07.14 (online). [E-Domestic Tender Notice No 14; SL no 01].

Dear Sirs,

Your above referred offer for supply of *OTR TYRES /TUBE/FLAP* has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

Sl. No	TYRE SIZE AND SPECIFICATION	QTY	UNIT BASIC PRICE (RS.)	PACKING & FORWARDING CHARGES (RS.)	EXCISE DUTY @ 12.36% (RS.)	SALES TAX		FREIGHT (RS.)	TRANSIT INSURANCE (RS.)	LANDED VALUE/ UNIT (RS.)	TOTAL /EXTENDED VALUE (RS.)
						CST @2% (RS.)	(RS.)				
1	14.00 X 25, Flap Brand Name- Asian / ATF (Specification as per Annexure A) MATERIAL CODE: 94060300227	85	822.00	NIL	NIL	16.44		NIL	NIL	838.44	71,267.40
2	14.00 X 25, Tube Brand Name- Asian / ATF (Specification as per Annexure A) MATERIAL CODE: 94060200518	85	2828.00	NIL	349.54	53.55		NIL	NIL	3241.09	2,75,482.65
TOTAL PURCHASE VALUE											3,46,760.05

2. TOTAL PURCHASE/ORDER/CONTRACT VALUE:

Rs. 3,46,760.05 (RUPEES THREE LAKH FORTY SIX THOUSAND SEVEN HUNDRED SIXTY AND PAISA FIVE ONLY). Materials will be supplied from PUNJAB. The prices are on FOR DESTINATION basis and FIRM till execution of the contract. Govt duties & taxes will be paid extra as applicable at the time of dispatch within the specified delivery period, present rates are indicated above.

3. INTEGRITY PACT: Will be governed as per the Integrity Pact signed & uploaded on www.coalindiatenders.gov.in (Uploaded with the offer) Name of Independent External Monitor is Prof (Dr) L C Singhi, IAS (Retd), L31, Third Floor Kailash Colony, New Delhi-110048

4. **PRICE:**
Materials will be supplied from **PUNJAB**. The prices are on **FOR DESTINATION** basis by Road and **FIRM** till execution of the contract.

5. **TAXES & DUTIES:**

EXCISE DUTY: Extra as per prevailing Excise rules at the time of supply against documentary evidence.
QUOTED rate of ED with ED Cess is 0.00 for item SI no:1 and 12.36% for item si no 2. The following information must be contained in the invoice issued by the supplier for availing CENVAT credit.

- Serial No. of invoice
 - Registration No.
 - Address of the concerned Central Excise Division
 - Name of the consignee
 - Description of the goods
 - Classification of the goods
 - Time and date of removal
 - Mode of Transport and vehicle registration
 - Rate of duty
 - Quantity and value of goods and
 - Duty payable thereon
- Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier and shall be submitted along with supplies/bills.

SALES TAX: Extra as applicable at the time of supply. Present rate of CST is 2% against concessional Form "C". Materials will be supplied from **PUNJAB**. "C" form & Road permit will be issued by the consignee on your request.

NB: Any increase in taxes & duties beyond the delivery schedule will be to your account.

6. **PACKING & FORWARDING CHARGES:** NIL

7. **FREIGHT:** NIL.

8. **TRANSIT INSURANCE:** NIL

9. **PAYMENT TERMS:**
"100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later.
Payment of supplier's bills will be through Electronic Fund Transfer (EFT), as per your E-Payment mandate submitted by you is enclosed at Annexure F-"

10. **PAYING AUTHORITY:** General Manager (F) MM, BCCL, Koyla Bhawan, Dhanbad

11. **SUBMISSION OF BILLS:**
Bill of 100% of the price of each consignment with 100% bill of Sales Tax, in quadruplicate, quoting number and date of L/R or consignment notes, duly stamped and pre-receipted of consignment note should be presented to the consignee. A list indicating the serial number of tyres supplied for each size should be enclosed with the bill.

12. **DELIVERY REQUIREMENT:**
Delivery will be completed within 120 days from the date of receipt or purchase order. Delivery schedule shall be reckoned from the 10TH day from the date of order

NB: Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores


23/09/14



13. **CONSIGNEE :** Depot Officer , Central Stores , Jealgora, BCCL.
Address: Lodra Area -X, Khas Jeanagora, Dhanbad. Jharkhand-828115
TIN: 20801800089, JST No. : JH-14(R) ; CST No. JH-8(C) ; Circle: Jharia circle, Dhanbad;
Service Tax Registration No. AAACB7934MST 016.
Central Excise Duty Registration No. : AAACB7934MEM005.
Range: Sindhri (Code 04); Division: Bokaro(Code 01); Commissionerate : Ranchi(Code 87) .

14. **LIQUIDATED DAMAGES:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.
- (b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- (c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or
- (d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition
- (e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- (f) To forfeit the security deposit fully or in part.

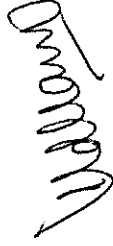
15. **FORCE MAJEURE:**

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 session 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. **PRICE FALL CLAUSE:**

The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.



23/01/14

17. SECURITY DEPOSIT: Exempted. NSIC Registration No NSIC/JAL/GP/20(6)/99/35 Dated 03/12/2013 VALID FROM 03.12.13 TO 16.11.2015

18. **GENERAL TERMS AND CONDITIONS:**
Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE -D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail. Acceptance of NIT terms is agreed by you in your bid.

19. **INSPECTION AND TESTS:**
The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCIL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection shall be carried out at the consignee end after receipt of materials, by GM (Excv) or his authorised representative.


20. **JURISDICTION:**
Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).
The 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.

Enclosures:

Sl. No	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	TECHNICAL SPECIFICATIONS
2	ANNEXURE - A-1	JOINT INSPECTION REPORT OF OTR TYRES
3	ANNEXURE - C	PERFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
4	ANNEXURE - D	GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES
5	ANNEXURE - F	E-PAYMENT MANDATE

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

(N D Yadav)
AM (MM)


(A K Choudhary)
General Manager (MM) S

INDENT NO & DATE	BUDGET CERTIFICATION NO. & DATE.	FC NO & DATE
MB NO./OTR Tyres Tubes/ Flaps/14-15/07 Dated 03.02.2014 IND Regn No 414016 (14- 15) dtd 02.05.2014	BCCL/HQ/PUR-FIN/Advance Action BUDGET 2014-15/ OTHER STORE(OCP) /02 DTD 22.05.13 FOR Rs 36,77,459.00	FC Given by HOD(F)MM on P/ No N/28 BCCL/PURFIN/FC/17 Dtd 22.09.14/OTHER STORE(OCP) For Rs. 30,69,540.00

Copy to :

1. GM(Exc)/C, BCCL, KB, Dhanbad
2. HOD(F)MM, BCCL, KB, Dhanbad
3. Depot Officer, Central Stores, Jealgora.
4. Technical Cell, MM Divn, BCCL, KB, Dhanbad - IR No 414016 (14-15) Dated 02.06.13
5. IEM- Prof (Dr) L C Singhi, IAS (Retd), L31, Third Floor Kailash Colony, New Delhi-110048
6. GM(MM)- SECL/CCL/WCL/NCL/MCL/ECL

This issues with the concurrence of HOD (F) / MM vide diary No. 3369/F Dated 22.09.14 and approval of GM (MM) vide diary No 714/F GM (MM) Dated 22.09.14. BC & FC Accorded by HOD (F)MM.


23/09/14

AM (MM)


General Manager (MM) S

TECHNICAL SPECIFICATION**DESCRIPTION, TYRE SIZE & QTY**

SL NO	SIZE & SPECIFICATION	DESCRIPTION	QTY.	FITMENT EQUIPMENT
1	14.00 X 25	Tube suitable for tyre size 14.00 x 25 20PR E-3 Type	85	Motor Grader, Payloader
2	14.00 X 25	Flap suitable for tyre size 14.00 x 25 20PR E-3 Type	85	Motor Grader, Payloader

TECHNICAL DETAILS:

- The tenderer should clearly indicate item description, size and specification offered quantity, fitment equipment in their technical bid.
- Experience /Collaboration/Indian representatives, etc. detailed information with documentary evidence to be furnished.
- Full technical details shall be furnished in the following format.

Tyre Size	Manufacturer Brand	TKA/ Industry Code	Inflated/ Dimension Overall width (mm)	Inflated/ Dimension Overall dia (mm)	Tread depth (mm)	Min.Tread Depth for Retread (mm)	Performance Capacity (TKPH)

- The information at sl. 3 above must be supported by comprehensive technical data book highlighting the offered size & the user hand book/maintenance manual.

TECHNICAL SUPPORT & SERVICE:-

In addition to normal "after sales service", the supplier will render technical support and services to ensure proper usage, maintenance and satisfactory performance of the tyres supplied as per procedure mentioned below,

4. The supplier shall make at least one annual technical visit at regular intervals within the maximum warranty period i.e. 18 months from the date of dispatch to each of the mine site where their tyres are deployed. They shall make a survey of all the tyres of their make to ensure proper usage, maintenance and satisfactory performance. A joint inspection report shall be drawn out, jointly signed by the Excavation Engineer In-charge of the mine and Area Manager (Excvn) of the Area. Copies of the report shall be immediately submitted to the Chief Manager (Excvn) / General Manager (Excvn) of the subsidiary company and General Manager (MM), BCCL.


WARRANTY:-

Warranty in respect of sub-standard materials, poor workmanship and faulty design (normal wear and tear excluded) should be valid for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier. The warranty compensation shall be as under:

Compensation = $\frac{\text{RTD X Contract Price.}}{\text{OTD}}$

Where RTD - Remaining tread Depth.
OTD - Original tread Depth

All cases of warranty compensation will be decided on the basis of joint inspection of failed tyres held between the user's representative and the manufacturer's representative. The joint inspection report shall be made as the format enclosed as Annexure - "A1".


23/09/14



ANNEXURE "C"
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees ;) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demanded or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract. We shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier 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 or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier. In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.

Name of the Bank:
Name of the Branch:
Location & Address::

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank
Emp. Code.


23/09/14

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 Bharat Coking Coal Ltd. ,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 pater 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 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 The price quoted shall be either FOR place or Railway station of dispatch, FOR 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.

11/10/2014
 02/09/14

- 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. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If not mentioned is made about Sales Tax, it will be assumed to be included in the price quoted. The prices should be inclusive of Excise or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable. The price must be stated separately for each item on unit basis.
- iii. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- iv. 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.
- v. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
- vi. 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 upto which they are likely to last.
- vii. 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.
- viii. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
- ix. 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.
- x. 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. All samples required for inspection or test shall be supplied by the successful tenderer free of cost. All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.
- xi. **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.
- xii. **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 I,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.
- xiii. **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.
- xiv. 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.
- xv. **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 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 regarding 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 upto 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.

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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 or 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 the 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 certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

to

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

iii. To reject the whole of the installment 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 installment due under the contract; or

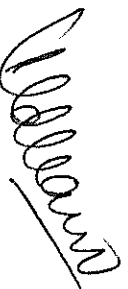
iii. Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action 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.

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- (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 can not 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 works 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 blockade, 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 officers) 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 in 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 t
- 21 he same at the rate quoted.
- 22 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
- 23 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.
- Freight: The stores shall be despatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be hooked 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.


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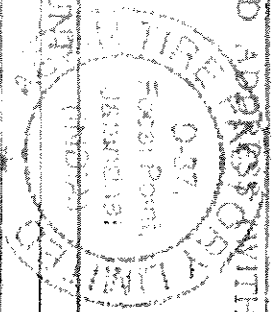


- 24 Passing of Property : Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.
- 25 Laws Governing the Contract.
(a) This contract shall be governed by the Laws of India for the time being in force.
(b) Irrespective of the place of delivery, the place of performance of 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 relation 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 Panel 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.
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 hereafter 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".

22/09/14
11/10/14



FORM FOR COLLECTING PAYMENT THROUGH ELECTRONIC
 BANKING FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM
 To be prepared off line in triplicate!



VENDOR SUPPLIER NAME AND ADDRESS WITH TELEPHONE NO. AND FAX NO.)		M/S ASIAN TIRE FACTOR LIMITED D-37 FOCAL POINT, JALANDHAR TEL NO.0181-5083064/5 FAX NO.0181-2601531
PARTICULARS OF BANK ACCOUNT		STATE BANK OF INDIA
A. BANK NAME		(SBE)TANDA-ROAD,
B. BRANCH NAME (INCLUDING RTGS CODE)		SBIN0004072
ADDRESS		TANDA-ROAD, JALANDHAR (PB.)
TEL. PHONE NO. AND FAX NO.		TEL.NO.0181-5052102, 5052103 NO.0181-2299418
C. DIGIT CODE NO. OF THE BANK AND BRANCH (Appearing on the MICR cheque issued on the Bank pass-Book code No. of SBI)		MICR CODE-14402021 BRANCH CODE-04072
D. ACCOUNT TYPE (SB Account/current account or cash credit with code 10/11/13)		CURRENT ACCOUNT (FC) SBIN0004072
E. LEDGER NO./LEDGER FOLIO NO.		CA NO. 30470111268
F. ACCOUNT NO. (CORE BANKING) AND STYLE OF ACCOUNT IN ACCOUNT (As appearing on the cheque book)		30470111268

TAKE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is found to be incorrect at all for reasons of incomplete or incorrect information, I would not hold the bank or its officers responsible. I have read the option invitation letter and agree to discharge responsibility of the account as a participant under the scheme. Any Bank charges levied by the Bank of such nature shall be borne by us.

Signature of the vendor supplier

I hereby declare that the particulars furnished above are correct as per our records.

Signature of the authorised official of the Bank

FOR THE BANK

For Asian Tire Factor Ltd

23/09/14

Signature of the authorised official of the Bank