



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)
WEBSITE:bccl.gov.in Email:gmmm@bccl.gov.in

BY REGISTERED POST

PURCHASE ORDER
No **BCCL/PUR/412125(12-13)/OTR Tyre 14X25/12/ 07**

Dated: **18.04.2013**

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

CATEGORY OF THE VENDOR: 8.Small
Industries owned by a person of general
category/ 11.Manufacturer

VENDOR CODE:1/24/M/T/011

Ph +91 181 5083063-64

Fax +91 181 2601531

Email asian@asiantyre.com

Ref: Your offer No ATF/12-13/BCCL/OTR TUBELESS TYRES, TUBES & FLAPS Dated 01.11.2012 read with subsequent clarifications last being ATF/T/12-13/BCCL/OTR TUBELESS TYRES,TUBES & FLAPS Dated 01.02.13 against this office Domestic open/advertised E Tender No Ref No. BCCL/PUR/412125(12-13)/OTR Tyre 14X25/12/65 Date: 25.09.2012 due on 06.11.12(offline documents)/07.11.12 (online) read with subsequent letters last being BCCL/PUR/412125(12-13)/OTR Tyre 14X25/13/3868-70 Dated 22.01.13.

Dear Sirs,

Your above referred offer for supply of Tyres, tubes & Flaps has been accepted to the extent as indicated hereunder:-

1. SCOPE OF SUPPLY

Sl. No	TYRE SIZE AND SPECIFICATION	QTY (No)	UNIT BASIC PRICE (RS.)	PACKING & FORWARDING CHARGE (RS.)	EXCISE DUTY @ 12.36% (Amount) (RS.)	SALES TAX CST @2% (Amount) (RS.)	FREIGHT (RS.)	TRANSIT INSURANCE (RS.)	LANDED VALUE/ UNIT (RS.)	TOTAL /EXTENDED VALUE (RS.)
1	14.00 X 25TL,20 PR E-3 TYPE	92	32530.00	INCLUDED	4020.71	731.01	1940.00	INCLUDED	39221.72	3608398.24
2	Tube 14.00 X 25	60	2600.00	INCLUDED	321.36	58.43	150.00	INCLUDED	3129.79	187787.40
3	Flap 14.00 X 25	60	750.00	INCLUDED	0.00	15.00	50.00	INCLUDED	815.00	48900.00
TOTAL PURCHASE VALUE (RsTHIRTY EIGHT LAKHS FORTY FIVE THOUSAND EIGHTY FIVE & PAISA SIXTY FOUR ONLY)										38,45,085.64

2. TOTAL PURCHASE/ORDER/CONTRACT VALUE: Rs. 38,45,085.64 (Rs THIRTY EIGHT LAKHS FORTY FIVE THOUSAND EIGHTY FIVE & PAISA SIXTY FOUR 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. Packing & Forwarding charges, Freight & Transit Insurance charges will be paid extra as indicated above.

3. INTEGRITY PACT: will be governed as per the Integrity Pact signed & submitted. (Annexure-E submitted with the offer) Name of Independent External Monitor is Justice Ashok Kumar Chakraborty (Retd.),BB-69,Sector-I,Salt Lake,Kolkata-700064.

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

No BCCL/PUR/412125(12-13)/OTR Tyre 14X25/12/ 07 Dated: 18.04.2013.

5. TAXES & DUTIES:

EXCISE DUTY: Extra as per prevailing Excise rules at the time of supply. Present rate of ED with ED Cess is 12.36%..The following information must be contained in the invoice issued by the supplier for availing CENVAT credit. Excise registration no indicated by you is AAHCA1931CXM001 dated 22.08.2008

- Serial No. of Invoice
- Registration No.
- Address of the concerned Central Excise Division
- Name of the consignee

- 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:** Included in freight charges as indicated in the scope of supply.
7. **FREIGHT:** extra as indicated in the scope of supply.
8. **TRANSIT INSURANCE:** Included in freight charges as indicated in the scope of supply. The safe arrival of stores at destination shall be the responsibility of the supplier
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 with bid as per details below:-

VENDOR /SUPPLIER NAME & ADDRESS (WITH TELEPHONE NO AND FAX NO)	M/s ASIAN TIRE FACTORY LTD. D-37, FOCAL POINT, JALLANDHAR 144 004,(PUNJAB) VENDOR CODE:1/24/M/T/011 Ph +91 181 5083063-64 Fax +91 181 2601531 Email asian@asiantyre.com
PARTICULARS OF BANK ACCOUNT	
BANK NAME	STATE BANK OF INDIA(SCB)
BRANCH NAME INCLUDING RTGS CODE	TATA ROAD JALLANDHAR, RTGS CODE SBIN0004072
ADDRESS	STATE BANK OF INDIA(SCB), TATA ROAD JALLANDHAR
TELEPHONE NO & FAX	PH NO- 0161-2232116 FAX NO- 0182-2232118
9 DIGIT CODE NO OF THE BANK AND BRANCH	MICR NO 144002021
ACCOUNT TYPE	CURRENT -A/C No30470111268
ACCOUNT NO(CORE BANKING) AND STYLE OF ACCOUNT	CURRENT -A/C No30470111268 ASIAN TIRE FACTORY LTD.

PAYING AUTHORITY- General Manager (F)/ MM , BCCL, Koyla Bhawan, Dhanbad

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.

10. **DELIVERY REQUIREMENT:** Supplies to 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

CONSIGNEE : Depot Officer , Central Stores , Jealgora, BCCL.
Address: Lodna 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: Sindri (Code 04); Division: Bokaro(Code 01); Commissionerate : Ranchi(Code 87) .

11. LIQUIDATED DAMAGES: As per clause 19 & 20 of **ANNEXURE-D**, GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES.

12. FORCE MAJEURE: As per clause 21 of **ANNEXURE-D**, GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES.

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 fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , CIL/Sub.Cos. will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CIL/Sub.Cos. nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

13. 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.

14. SECURITY DEPOSIT: Exempted .NSIC Registration No NSIC/JAL/GP/20(6)/99/35 Dated 21/03/2012 valid from 21.03.12 to 16.11.2013.

15. 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.

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

Enclosures:

1. TECHNICAL SPECIFICATIONS – ANNEXURE- "A"
2. JOINT INSPECTION REPORT OF OTR TYRES -ANNEXURE- "A1"
3. GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES - ANNEXURE-D

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

(S.P Narayan)
Chief Manager (MM)IV

INDENT NO & DATE	BUDGET CERTIFICATION No. & DATE.	FC NO & DATE
INDENT/OTR Tyres/2012-13/03 Dated 23.02.2012 IND No 2422132003 dtd 23.02.12 Regn No 242212203 dtd 25.02.12 IR No 412125(12-13) Dtd 24.08.12	Budget certified vide BC No BCCL/HQ/PUR-FIN/STORE BUDGET/ADV ACTION..ADV-BUD/2013-14/OTHER STORE/SL No 9 Dt 10.04.13 Rs 38,45,086.00 Rupees THIRTY EIGHT LAKHS FORTY FIVE THOUSAND EIGHTY SIX ONLY by CM(F)/MM-I	FC Given by GM(F) I/c on P N 25 No BCCL/PURFIN/FC/01 FOR Rs 38,45,086.00 Dtd 16.04.13/OTHER STORE(OCP)

Copy to :

1. GM(Excv) ,BCCL,KB,Dhanbad – For Allocation & release of the tyres.
2. GM(F)MM, BCCL,KB,Dhanbad
3. Depot Officer, Central Stores , Jealgora.
4. GM(MM)- SECL/CCL/WCL/NCL/MCL/ECL
5. Technical Cell.,MM Divn,BCCL,KB,Dhanbad - IR No 412125(12-13) Dtd 24.08.12
6. M/s ITI Ltd.,Regional Office,F-29,Ground Floor,Doorvani nagar,Bangalore-560016
7. **IEM**-Justice Ashok kumar Chakraborty(Retd),BB-69,Sector-I,salt lake,kolkata-700 064

This issues with the concurrence of D(F) vide diary No. 2/18 dated 06.04.13and approval of CMD vide diary No 328F Dated 08.04.13.

Chief Manager (MM)IV

ANNEXURE-A

TECHNICAL SPECIFICATIONS

DESCRIPTION, TYRE SIZE & QUANTITY

SL NO	SIZE AND SPECIFICATION	DESCRIPTION	U/M	QTY.	FITMENT EQUIPMENT
1	14.00 X 25TL, 20 PR E-3 TYPE	TUBELESS TYRE WITH O RING	No	92	PAYLOADER, MOTOR GRADER, CRANE RT620
2	14.00 X 25	TUBE	No	60	MOTOR GRADER
3	14.00 X 25	FLAP	No	60	MOTOR GRADER

N.B.- BCCL reserves the right to increase /decrease the above tender quantities.

TECHNICAL DETAILS:

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

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

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

5. 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:

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 General Manager (Excvn) of the subsidiary company and General Manager (MM) ,BCCL.

6. 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 = RTD/OTD X Contract Price.

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"**.

JOINT INSPECTION REPORT OF OTR TYRES

SUBSIDIARY..... PROJECT.....
 MANUFACTURER..... P.O. REF. NO.....
 TYRE SIZE..... TYRE TYPE.....
 ORIGINAL NSD..... RECOMMENDED INFLATION PRESS.....
 DATE OF INSPECTION.....

TYRE	M/C No	DATE OF	INFLATION	HRS	BALANCE	REMARKS ****
SL. NO.	(POSITION)	FITMENT	PRESS	RUN	NSD	

***** INDICATE TYRE CONDITION & DETAILS OF PREMATURE FAILURE IF ANY WITH DATE OF REMOVAL

GENERAL CONDITION OF HAUL ROAD

GENERAL CONDITION OF LOADING / DUMPING AREA

GENERAL REMARKS

.....
 IN CHARGE (TYRE SECTION) EXCV. ENGR. IN CHARGE MANUFACTURER'S REP

DISTRIBUTION :

1. General Manager (MM), BCCL.Koyla Bhawan ,Dhanbad..
2. General Manager (Excv) . BCCL.Koyla Bhawan , Dhanbad.
3. General Manager (Excv)-SPMC ..Koyla Bhawan , Dhanbad

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

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
 - (i) "Contract" means the invitation to 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 contractor.
 - (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 assignees 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, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
 - (v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.
 - (vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
 - (vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work 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) Specifications;
 - (b) Drawing;
 - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturers.
 - (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" and "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 Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.
6. (a) Parties
The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
(b) Address to which communication 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 separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
7. (i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
(ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.
The prices should be included 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.
(iii) The price must be stated separately for each item on unit basis.
(iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
(v) The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.
(vi) Tender must invariably be submitted along with illustrated literature giving complete and detailed specification, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
(vii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period up to which they are likely to last.

- (viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
- (ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
- (x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
- (ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
- (iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.
9. **(a) Subletting and Assignment**
The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
- (b) Change in a Firm**
- (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all 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 to compensation against the purchaser.
- (iii) If the contract is not determined as provided in the sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
10. **(a) Consequence of Breach**
Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b)(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.
- (b)** The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
11. Use of raw materials secured with Government assistance.
- (a)** Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,
- (i) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
- (ii) shall use such material economically and solely for the purpose of the contract.
- (iii) shall not dispose of the same without the previous permission in writing of the purchaser; and
- (iv) shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.
- (b)** Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited 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 Coal India Limited and/or its subsidiary companies all moneys, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d)** Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
12. The tenderers in case of imported items, shall clearly mention in the quotation 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. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace on renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicated 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. 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.
15. 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 an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
16. **EARNEST MONEY/SECURITY MONEY :**
- a) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD. should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

- b) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

- c) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.
- d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.

17. 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 authorized and specified in the contract or supply order or any amendment thereto.

(a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, 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 to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

(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 examinations all or any of the stores manufactured by the supplier to any premises other than his(suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

(c) Delivery of Stores for Test

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

(d) Liability for Costs of Laboratory Test

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

(e) Method of Testing

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

(f) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

(g) Inspector Final Authority and to Certify Performance

(i) The Inspector shall have the power :

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;

(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 inspections 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 re-submitted.

(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 re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or

(ii) Purchase or authorize 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 authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a 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) Inspectors' Decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of dispatch 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 will 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 recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

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

- (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of 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 notes duly completed, for being attached to the supplier's bill in support thereof.

18. 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 dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company 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 packages 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

19. Delivery :

The time for and the date of delivery of the stores stipulated in the '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.

- 20.** In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :
- (a) To recover from the successful tenderer 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%. 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 the consignment not yet due for supply or –
- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –
- (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 21.** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any 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 Coal India Limited 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.
- 22.** 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 offices) 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.
- 23.** Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
- 24.** The supplier shall at all times indemnify Coal India Limited 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 Coal India Ltd. 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.

25. 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.

26. Freight

The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser.

Where alternative routes exist, Coal India Limited 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.

27. 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.

28. Laws Governing the Contract

- a) This contract shall be governed by the Laws of India for the time being in force.
- b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- c) Jurisdiction of Courts

d) Marking of Stores

29. 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 relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract 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 behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

30. Insolvency and Breach of Contract

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

(e) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter-IX of the Purchase Manual.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi court** only and as per "Law of the land".

[illegible]