भारत कोकिंग कोल लिमिटेड
(कोल इंडिया लिमिटेड की एकअनुषंगीइकाई)
एक मिनीरत्न कंपनी
पंजीकृत कार्यालय :कोयला भवन, कोयला नगर
धनबाद-826005, CIN :U10101JH1972GOI000918
सामग्री प्रबंधन विभाग
कमर्शियल ब्लॉक L-III , फ़ैक्स- 0326-2230183
फ़ोननंबर-0326-2230181
ईमेल:gmmm@bcclweb.in,
वैबसाइट:www.bcclweb.in

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
A Mini Ratna Company
Regt. Off: Koyla Bhawan ,Koyla Nagar
Dhanbad-826005, CIN:U10101JH1972GOI000918
Materials Management Department
Commercial Block L-III
(Fax No- 0326-2230183)
Phone No.0326-2230181
Email. Id: gmmm@bcclweb.in
Website: www.bcclweb.in

Ref. No.:- **BCCL/ PUR/200000/OTR Retreading/18-19/98/13** Date: 09.11.2018

RATE CONTRACT

To,
M/s Jagdamba Tyre Retreading Co.
Gandhi Nagar, Dhanbad – 826001
FAX – 0326 – 2304219

By Regd. Post
Vendor Code: 1/13/M/G/312
Vendor Type: NSIC/ BCCL Ancillary
E-mail:- jtrc9001@gmail.com

Dear Sir,
Sub: - **Rate Contract for Re-Treading of OTR Tyres**
Ref: - I) *BCCL Tender Enquiry No. BCCL/PUR/200000/*OTR Retreading*/17-18/98 Dtd 21.02.2018 opened on 16.03.2018*
II) Tender ID: - 2018_BCCL_96068_1
III) Your offer No: 284563 Dtd. 14.03.2018 and subsequent letter No: 18-19/059 Dtd 06.08.2018, and 18-19/087 Dtd 09.10.2018

With reference to above we, for and on behalf of BCCL, are pleased to enter into Rate Contract for Re-Treading of OTR tyres for the following sizes on the rates, terms and conditions given below :-

SL no.	Size of Tyres	HSN Code	Retreading charges incl. P&F charges, to &fro freight charges & transit ins(Per Unit in Rs.)	GST @ 18%	Landed rate(In Rs)/tyre
01	14.00*25, 20 PR	998729	13,000.00	2,340.00	15,340.00
02	24.00*35, 48 PR	998729	50,740.00	9,133.20	59,873.20

Technical Specification of Retreated tyres:

SL No.	Size of OTR Tyres	Type	Over all Dia in mm	Over all width in mm	Tread Depth in mm
1	14.00 X 25 - 20 PR	TL	1340-1384	315-381	25-30
2	24.00 X 35 - 48 PR	TL	2175-2190	645-655	57-67

Re-treading process should be full circle non-directional pattern mould and Tyre hardness should be 60-65 on shore scale.
Note: - All minor repair incidental to re-treading job excluding through cut should be done free of cost.

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01. **Period of contract**: The Rate contract shall remain valid for a period of two years from the date of issue of contract. This is a rate contract wherein prices are fixed but quantity of tyres to be re-treaded is not fixed and the same will be re-treaded depending upon the requirement of BCCL during the currency of rate contract.

02. **Prices**: Rates are firm and for destination basis inclusive of P&F, to and fro transportation charges from projects to firm's works & back and transit insurance.

03. **GST**:

(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate is 18 % [9% CGST+ 9% SGST].

(b) The invoice shall be raised by you should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017.

- name, address and GSTIN of the supplier;
- a serial number of Invoice (should not be hand-written)
- date of its issue;
- name, address and GSTIN or UIN;
- name and address of the recipient and the address of delivery, along with the name of State and its code;
- HSN code of goods or Accounting Code of services;
- Description and quantity of goods or services; □ total value of supply of goods or services or both;
- taxable value of supply of goods or services or both taking into account discount or abatement, if any;
- rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
- place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- address of delivery where the same is different from the place of supply;
- whether the tax is payable on reverse charge basis; and
- Signature or digital signature of the supplier or his authorized representative

(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

(d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount shall be recovered from your bill.

(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.

(f) E-Way bill, if required, shall be arranged by you

SAC codes and GST rates of the Services covered in the above supply order placed will be as under:

Sl no.	Item/Services	SAC code	GST rate
1	OTR Tyre Re-treading	998729	18 % [9% CGST+9% SGST].

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Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Jagdamba Tyre Retreading Co.
2	Constitution of Business	Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer/Service Provider
4	PAN	AABFJ6522H
5	Contact number	03262304219
6	Whether migrated to GST (Yes/No)	Yes
7	Provisional/Permanent ID provided under GST	AABFJ6522HST001

04. **DDOs:** All GM/GMs of BCCL Areas/Projects, GM (Excv)/ GM(MM)/ GM(Tptn)/ GM(Washery), CE(Excv), Sinidih Excv Workshop or their authorized representatives.

05. **Consignee**: Depot Officers of concerned Area Regional Stores/Stores.

06. **Selection of tyres for Re-treading**: It will be your responsibility to inspect and identify the used tyres fit for re-treading jointly with representative of DDO within 10 days on receipt of intimation from DDO in writing. It will be also the firm's responsibility to collect only those tyres which are free from thorough cut and free from casing damage. A list of such tyres identified by you will be submitted to the Area Manager (Excv) of the Area/Washery/Project. The report should contain the following:

a. Make & Sl No. of Tyre.
b. Nature of Re-treading.
c. Depth and tread remaining on Tyre.
d. Status – New/Re-treaded
e. The joint inspection and selection will be done free of cost.

07. **Collection, Transportation and Re-treading of Tyres:** The tyres identified for the re-treading will be collected and transported to your work site by you on receipt of work Order. In the event of any loss of tyre(s) during transit or in your possession, you will be liable to compensate to BCCL and the cost will be recovered from Bank Guarantee or from your pending bills in BCCL or any other subsidiary of CIL. Tyres for Re-treading will be issued and received through Regional Stores and Collection of tyres from projects and return of the same will be firm's responsibility at no extra cost.

08. **Delivery:** Duly Retreated tyres shall be delivered to the consignee within 45 days from the date of collection. However or earlier as mutually agrees in urgent cases.

09. **Final Inspection:** Final inspection of the re-treaded tyres will be done at the depot by the Area Manager (Excv)/Technical authority at Washery/Project or their authorized representatives.

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10. **Submission of Bills:** 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with, guarantee/warranty certificate, proof of payment of freight charges if freight is claimed, documentary evidence of GST payment if claimed, Copy of order, Copy of gate pass issuing tyres for re-treading, copy of delivery challan duly receipted by the consignee and final inspection report of the re-treaded tyres issued by the Area Manager (Excv) or his representative and other documents as per order.

11. **Payment Terms:** 90% payment within 30 days of submission of acceptable bill after re-treading & acceptance of the Tyres and balance 10% payment will be made after successful completion of warranty period. Your E-Payment mandate is enclosed as Annexure A4

12. **Paying Authority:** HOD (F) MM, BCCL, Koyla Bhawan / Area Finance Managers of respective Areas/Projects/Washery.

13. **Warranty / Guarantee:** Each tyre retreated by you shall be guaranteed/warranted for a minimum period of 1500 working hours. In case of pre-mature failure, the tyres shall be retreated free of cost. The to and fro transportation at no extra cost.

14. **Security Deposit:** Not Applicable as the firm is Ancillary firm of BCCL for the tendered item.

15. **Bank Guarantee:** A Bank Guarantee for Rs One Lakh from any scheduled bank, in favour of BCCL valid for 02 (Two) years i.e. for the period the RC is valid, has to be submitted for safe custody of tyres etc. on or prior to the collection of tyres against this rate contract.

The BG shall be submitted in the form of a bank guarantee issued by a scheduled/nationalize bank in the format attached as Annexure-F (on a non-judicial stamp paper of value Rs 250.00 only). BG shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply.

The Bank guarantee issued by the Bank on behalf of the supplier in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS platform is furnished below:

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

Or

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

The above particulars are to be incorporated by the issuing Bank properly while issuing BG under SFMS mode to avoid any problem in future.

The original Bank Guarantee issued by the issuing Bank shall be sent by the issuing Bank to the beneficiary (MM Department), BCCL by Registered Post (A.D.).

16. **Failure Inspection: -**In case of premature failure of tyres within the warranty /guarantee period, joint inspection will be carried by you and DDO/his representative to assess the cause of failure of tyres. The inspection will be carried out within 10 days of intimation of failure of tyres. In case of any dispute the matter will be referred to GM (Excv.), Koyla Bhawan, whose decision will be final and binding on you.

17. **PENALTY FOR FAILURE TO SUPPLY IN TIME/ LIQUIDATED DAMAGES**

a) 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:

b) 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 %.

c) 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

d) 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

e) 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 9 (a) above except in case of force majeure condition

f) 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.

g) To forfeit the Bank Guarantee fully or in part

18. **PRICE FALL CLAUSE:**

i) The price charged for retreading of Tyres against this contract by you shall in no event exceed the lowest price at which you retread or offer to retread the tyres of identical description to any other party during the said period. If You at any time during the period of contract concluded reduces the retreading price, retreads or offer to retread such tyres to any other organization at a price lower than the price chargeable under the contract, you shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for the tyre retreaded after the date of coming in force of such reduction in retreading price, shall stand correspondingly reduced..

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(MM),Bharat Coking Coal Limited , Commercial Block , Level –III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

19. **Indemnity**: -You will indemnify BCCL, Dhanbad against any loss, damage and deterioration of tyres during the period they remain in your possession.

20. **Cancellation:** The Company reserves the right to cancel the order or part thereof on the following reasons:

a) If you fail to comply with the terms of the order.
b) If you fail to deliver the goods on time.

21.**Parallel Rate contract**: -BCCL, Dhanbad reserves the right to conclude parallel RCs with other firms and also reserves the right to conclude parallel RCs with other firms and also reserves the right to buy any quantity outside the contract holders in case of urgent demand arising out of any time during the contract period.

22. **RISK PURCHASE**

In the event of failure to deliver the tyres within the stipulated date/period of the rate contract, or in the event of breach of any of the terms and conditions mentioned in the rate contract, BCCL has the right to retread the tyres from elsewhere after due notice to you at your risk and cost. In the event of failure as detailed above, the cost as per risk purchases exercise may be recovered from the bills against any other retreading bills pending in BCCL and also in any other subsidiary companies/ Coal India Ltd.

23. In case of unsatisfactory performance of the rate contract BCCL reserves the right to short close the rate contract after giving due notice to you.

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24. **Monthly statement of orders & deliveries**: - Supplier should submit a statement of receipt of orders from different DDOs and supply status thereof, by 7th of each month to the office of the GM (MM), Koyla Bhawan, Dhanbad.

Sl No.	Work Order No. & Date	Consignee's Name and address	Qty Ordered (Item and value wise)	Qty Supplied (Item and value wise)	Balance to be supplied (Item and value wise)	Remarks

25. **OFF-TAKE:** Operation of subject rate contract for the above period is restricted to max limit of Rs 33, 77,160.00. As soon as the limit is reached you shall intimate to GM (MM) for further needful action and you will not accept any further order from any DDOs without further clearance from GM (MM).

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in techno-commercially acceptable offer of firm. The work under this contract will also be governed by the General Terms & Conditions stipulated by Bharat Coking Limited.

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

This contract is concluded with the issuance of this RC. Two copies of the Rate-contract are being sent to you. You are advised to acknowledge the receipt and acceptance of the RC by returning one copy duly signed and stamped to this office positively within 15 days, failing which this contract shall be deemed to have been accepted by you for execution.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.
Encl.: Annexure "A4" & D (9 nos. of page)

09/11/2018
(M Shekhar)
MT (MM)

09/11/18
(B B Roy)
Sr. Mgr (Excv) MM

(This has got the concurrence and approval of competent authority)

Copy to:

1. HOD (F)(MM),Purchase Fin. Deptt., Koyla Bhawan, Dhanbad
2. GM (Excvn) Koyla Bhawan.
3. GM (Excv), All Areas of BCCL, Dhanbad
4. Area Manager (MM), All areas of BCCL
5. Area Manager (F), All areas of BCCL
6. GM (Transportation), Koyla Bhawan
7. Depot Officer, All the regional stores
8. Technical Cell, MM Divn. Koyla Bhawan
9. Master file/Office Copy ,MM
10. CGM(MM)/GM(MM),CCL,ECL,SECL,NCL,WCL,MCL/CIL
11. The Independent External Monitor for Integrity Pact:-
    - Prof (Dr) L. C. Singhi, IAS(Retd)
      L-31, Third Floor Kailash Colony, New Delhi – 110048
    - Shri Pramod Deepak Sudhakar
      A-002, Stellar Park Apartments, C-58/42, Sector-62, Noida (UP)-201301

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Annexure-A4

Mandate Form for Electronic Fund Transfer / Internet Banking Payment

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1	VENDOR / SUPPLIER / CONTRACTOR / CUSTOMER'S **NAME & ADDRESS:** **(With Telephone No. & Fax No.)**	
2	**PARTICULARS OF BANK ACCOUNT:**	
	A. BANK NAME:	
	B. BRANCH NAME: **(Including RTGS Code)**	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	
3	**DATE OF EFFECT:**	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:

(_____)
Signature of the Customer /
Vendor / Supplier / Contractor

Certified that the particulars furnished above are correct as per our records.

(_____)
Signature of the Authorized
Officials from the Bank

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ANNEXURE "D"

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition: In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
iii. "CONTRACT PRICE' shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of BCCL, Dhanbad
v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
x. The term PARTICULARS shall mean the following:
   a. Specification
   b. Drawing
   c. Sealed pattern denoting a pattern sealed and signed by the inspector
   d. Certified or sealed sample denoting a copy of the sealed patter 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.

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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 famine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
6. (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
7. i. The price quoted shall be either FOR place or Railway station of dispatch, 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.

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.

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v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.

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

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

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

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

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

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

9. a) Subletting and Assignment: The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

b) Change in a Firm:

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

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

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

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

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

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11. Use of raw materials secured with Government assistance:

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

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

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

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

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having 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 up to such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

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

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

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

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

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

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

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

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

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

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

b) Cost of Test: The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

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

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

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

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

g) Inspector – Final Authority and to Certify Performance

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

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

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

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

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

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

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

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taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

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

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

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

(l) Marking of Stores: The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which 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.

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

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

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

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

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

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

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

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

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

25. Laws Governing the Contract.

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

(b) Irrespective of the place of delivery, the place of performance 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.

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(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 force in India.

26. Corrupt Practices:

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian 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.
b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report

a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.
b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

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

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