To,

M/S Escort Construction Equipment Ltd.,
H.O.: Plot No. 219, Sector 58, Ballabgarh-121004,
Faridabad, Haryana (India)

Dear Sir,

Sealed quotation is invited for supply of materials as indicated in the Annexure to acceptance of terms and conditions indicated below:-

1. a) The tender is due for submission up to 1.00 P.M. on date 02.12.2013.
   b) Tender will be opened at 1.30 P.M. on same day in presence of attending tenderers.
   c) The authorized representative of the Tenderers will be allowed to attend the opening of tender.
   d) The tender is to be submitted in two bids, (i) Part-I consisting of commercial terms and conditions and Technical offer
   (ii) Part-II-Price Bid i.e. price only.

Part- (I) Quotation should be submitted under two bid system as detailed below:-

I st Envelop (Technical & Commercial Bid) should contain:-

a) Earnest Money in shape of bank draft drawn in favor of Central Coalfields Limited, Ramgarh Area and payment at Bank of India Rajrappa Project or S.B.I. Ramgarh Cant Branch code 00164.

b) VAT/CST registration Certificate duly attested.

c) TIN No. must be indicated.

d) Full Technical Specification of the items/spares quoted. All necessary product leaflets/specification make quoted etc. to be indicated.

e) All commercial terms & conditions.

f) The parties claiming for exemption of EMD/SD should enclose necessary authenticated documents/certificate of their registration with concerned organization.

g) Copies of supply orders from other area of CCL or from other subsidiaries & other PSUS for similar items/equipment or others, if any, be enclosed.

h) In case, you are authorized dealer for the product offered, you should enclose the valid authenticated copy of the Dealership/Distributor ship Certificate.

PART- (II) Price should be quoted clearly indicating the following:-

a) Basic Price (b) Excise duty (c) Sales Tax. (d) Packing & forwarding Charges (if any) (e) Discount (if any) (f) any other levy (g) freight up to destination (h) Insurance (i) Net landed (F.O.R. destination) Price.

Submission of tender:

(a) Both Part-I and Part-II envelops should be separately sealed super-scribing tender No. and date of opening. The part-I and part-II envelops should be sealed in another envelope which should also be subscribed with tender No., due date of submission and due date of opening.

b) Tenders sent by the telegram/Fax or E-mail, will not be considered.

c) Tenders received after the due date and time of receipt/submission will not be considered.

d) C.C.L. authority reserves full right to reject any or all tenders without assigning any reason to reject the conditioned offer to relax the terms and conditions as per NIT based on merit increase or decrease the quality of indicated items.

2. EARNEST MONEY/SECURITY MONEY:-

   a) The value of earnest money (EMD) to be deposited by the tenderers 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. Part-I of the bid. For unsuccessful tenderers, EMD shall be refunded immediately after finalization of the tender. 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) Two weeks time (15 days) shall be given in the order to the successful tenderers to furnish the security deposit (SD) In case the firm fails to deposit there security money, the order shall be cancelled and the case shall be processed to order else where and the firms performance will be kept recorded for future dealing 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 tenderers EMD shall be converted to security money which will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited.

   c) For procurement value less then Rs. 1,00,000/- No Earnest Money/Security deposit will be required.

   d) The following category of firms are considered for exemption from submission of EMD/security deposit:

   I) Ancillary Unit of CIL/Subsidiaries for the items registered.
   ii) Central/State Govt. Deptt./PSUs.
   iii) Firm having valid registration with DGS&D/NSIC (for tendered items)

3. Only typed quotation shall be considered. Hand written quotation will not be accepted. Quotations erased and over written will be summarily rejected unless corrections are authenticated with the tenderer’s signature,)

4. Tender received after due date and without Earnest money will not be considered.

5. Submission of Form JVAT 404:- “An amount equivalent to VAT charged in the bill shall be withheld at the time of bill passing. The supplier shall be liable to submit the Form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of Form JVAT 404 by the supplier. The amount withheld shall bear no interest.

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In case of default by the supplier in submitting form JVAT 404 within the time period, as specified above, the amount withheld shall be forfeited and the same shall be utilized by CCL, Rajrappa area for paying the additional tax demanded by commercial tax authorities due to non-submission of Form JVAT 404."

6. **CENVAT CREDIT:** CCL will avail CENVAT credit on purchases of various admissible inputs and capital goods. For this it is necessary that Excise cum Tax Invoice is submitted by the firms (except in case of direct import by CCL, where CENVAT credit will be claimed on CVD & SAD on the strength of ‘Bill of Entry’ wherein the amount of excise duty, education cess and secondary & higher education cess at applicable rates are shown separately in all the Excise cum Tax Invoice raised by the suppliers. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:

   a) Registration no. of the Supplier., b) Address of the concerned Central Excise Division., c) Name of the consignee., d) Description of goods supplied., e) Tariff heading and sub headings., f) Time and date of removal., g) Mode of Transport., h) Vehicle Registration number., i) Rate of duty., j) Quantity and value of goods, and duty payable thereon.

Accordingly in case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of CCL, the Indian agent / dealer passing the credit should be registered with Central Excise Department and will raise Excise Cum Tax Invoice as detailed above so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

In case of indigenously manufactured goods if the offer is submitted by an authorized marketing outlet which is not registered with Excise Department, they have to submit the Excise Invoice issued by the manufacturer containing the name of CCL as consignee.

7. **VALIDITY:** - The offer should remain valid of acceptance for at least 180 days from the date of opening, failure to quote above validity may lead to non-acceptance of your offer.

8. **PRICE:** - Firm price should be quoted on F.O.R. destination basis, clearly indicating rate of Excise duty and Sales Tax charged. If nothing is mentioned about these charges, it will be assumed that there are not applicable.

9. **DELIVERY:** - Delivery must be completed within 60 days from the date of issue of firm order. In event of failure of delivery the material within the stipulated date/period mentioned in the supply order the CCL, will have right to procure the items from other sources at your risk/cost.

10. **PAYMENT FOR SPARE PARTS & OTHER CONSUMABLE ITEMS:**
    100% payment shall be released after receipt inspection and acceptance of goods at site. This shall be arranged by 21 days of receipt of goods at site. This payment term is applicable for regular orders and for proven materials. For procurement of imported in rupee payment from any Indian supplier. The above payment term are applicable. However necessary document for authenticity and genuineness of supply of imported materials shall have to be submitted by the supplying firm. The payment is to be made through Electronic system, RTGS/NEFT.

11. **INSPECTION OF STORES:** Normally inspection of stores and Equipment will be made after receipt of the materials at site. Inspection will be made by representative of the concerned technical department, who will be authorized to carry out the inspection.

12. **IDENTIFICATION MARKS:** Identification marks i.e. manufacturer’s name etc. should embossed/engraved on bulk materials at a visible place which is not subject wear and tear for case of identification at any point of time.

13. **PACKING:** The packing of all the materials quoted shall confirm to the requirement free of loss or injury till arrival at destination.

14. **CONSIGNEE:** The Depot Officer, Regional stores, Rajrappa Area, P.O. Ramgarh Project, Distt. Ramgarh (Jharkhand).

15. **GUARANTEE:** the tenderer’s shall be fully responsible for the manufactures warranty in respect of proper design, quality, workmanship of the materials and their proper fitment into the machine for which the same has been ordered for a period of 12 months from the date of fitment or 18 months from the date of supply whichever is earlier.

16. **PRICE CERTIFICATE:** The tenderers shall have to furnish a price certificate to the effect the rates charged are lowest & not higher than the rate charged from other Govt. Deptt./ P.S.U.S.

17. **LIQUIDATED DAMAGES:** The time for and 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. 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, Central Coalfields Limited should have the right;

   a. To cancel the supply order 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 tenderers on the accounts 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 alses.
   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 payable by the supplier, Central Coalfields Limited shall be entitled to recover such sum by appropriating in part or in whole, by deducting any sum or which at any time there after may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable the successful tenderer shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

18. **FORCE MAJEURE CLAUSE:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/ supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature

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or any other contingency beyond the supplier control due to act of God then Central Coalfields Ltd. 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 CCL, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

i. 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 CCL will reserve the right to cancel the contract and provisions governing termination of contract. As stated in the bid document will apply.

ii. 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 CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

iii. If any of the Force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken in to consideration in their quotations.

17. **PRICE FALL CLAUSE**: It will be condition of the order that all through the currency the prices, at which the successful tenderers shall supply the stores, shall not exceed the lowest price charged by them to any other agency including DGS&D. In the event of Price going down, the supplier shall promptly pass on such information to enable this Company to amend the ordered rate.

18. All other terms and conditions shall be as per enclosed copy of our general terms and conditions.

19. **Jurisdiction**: The court at Ramgarh/ Ranchi in Jharkhand state only will have the jurisdiction to deal with and decide whatsoever arising out of our contract.

Dy.GM (MM)/R
Rajrappa Area.

Copy to: M/S ABC Trading(P) Ltd.,
Circular Road, Dangra Toli Chowk,
Ranchi

Annexure – 1.

**Procurement of Spares for Escort Crane M/C No. 396 at Rajrappa Area.**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Part No.</th>
<th>Required Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>W.C. Assy.</td>
<td>86029031</td>
<td>04 Nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Felex Hose</td>
<td>MISCYL5311</td>
<td>01 No.</td>
</tr>
<tr>
<td>3.</td>
<td>Starter</td>
<td>26925062A</td>
<td>01 No.</td>
</tr>
<tr>
<td>4.</td>
<td>Over Flow Pipe</td>
<td>V19110030</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>5.</td>
<td>Flex Pipe</td>
<td>411070</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>7.</td>
<td>Hose</td>
<td>V19160020A</td>
<td>01 No.</td>
</tr>
<tr>
<td>8.</td>
<td>Red &amp; Axle Assy. LH</td>
<td>SPY2295001</td>
<td>01 No.</td>
</tr>
<tr>
<td>11.</td>
<td>Hyd. Oil Level Pipe</td>
<td>V19470520</td>
<td>01 No.</td>
</tr>
<tr>
<td>13.</td>
<td>Pin (Frame &amp; Cradle)</td>
<td>V19261910</td>
<td>01 No.</td>
</tr>
<tr>
<td>14.</td>
<td>G.M. Bush</td>
<td>8604141</td>
<td>01 No.</td>
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<tr>
<td>17.</td>
<td>Stud</td>
<td>V19300393</td>
<td>04 Nos.</td>
</tr>
<tr>
<td>18.</td>
<td>Low (Hex) Nut</td>
<td>N120</td>
<td>08 Nos.</td>
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<tr>
<td>19.</td>
<td>Reservoir</td>
<td>V19490130</td>
<td>01 No.</td>
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<tr>
<td>20.</td>
<td>Brake Assy. LH</td>
<td>V19258010</td>
<td>01 No.</td>
</tr>
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<td>22.</td>
<td>Strg. Cy/C8/5E</td>
<td>V19368012D</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>24.</td>
<td>H.P. Hose</td>
<td>Y19450481</td>
<td>03 Nos.</td>
</tr>
<tr>
<td>27.</td>
<td>Hose Loft Cyl.</td>
<td>V19450561</td>
<td>04 Nos.</td>
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<td>28.</td>
<td>Hose</td>
<td>V19451261</td>
<td>02 Nos.</td>
</tr>
<tr>
<td>29.</td>
<td>Gasket</td>
<td>V16160060</td>
<td>04 Nos.</td>
</tr>
</tbody>
</table>

Rs. 293710.00

Dy.GM (MM)/R
Rajrappa Area.