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**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

**RATE CONTRACT**

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

**BY REGD.POST / SPEED POST**

Ref: PUR/570000/RC for supply of UG Drill Rods/13-14/03

Dt. 30.08.2013

To

M/s. Mining Machine Tools  
Plot no. 82, Industrial Area,  
Korba , Pin 495681 (C.G.)  
Fax No:- 07759227890

- Sub: Rate Contract for supply of Drill Rods for U/G use  
for a period of three years from the date of issue of R/C  
Ref: i) E-Tender No. PUR/570000/RC for supply of UG Drill Rods/12-13/145  
Off line opened on 14.05.2013 and on line opened on 15.05.2013 and e-price bid  
opened on 14.06.2013.  
ii) Your offer No. MMT/UG/13-14/012 dated 14.04.2013 and subsequent .  
online documents.

Dear Sir,

With reference to above, we for and on behalf of BCCL hereby conclude the Rate Contract with you for supply of Drill Rods for U/G use for a period of three (3) years at the following price, terms and conditions:

Scope of Supply:

Sl.No.	Item Description	Unit Basic Rate	Unit Landed Price
1.	Mining Machine Tools (MMT) make UG Drill Rods for Coal Specification: Diamond Section Drill Rods 1-9/16" dia solid plain shank with slotted Bit, suitable for accommodating 1-11/16" dia Drill Bits for Drilling in Coal. The drill Rod will be manufactured from EN-9 Steel conforming to IS 7868(latest). The Drill rod should be so heat treated as to obtain the following hardness figures:- Hardness at the core surface: 200HV +/- 10 counts Hardness at the fine surface : 240 HV = +/- 10 counts The difference in hardness at the above surface And fine surface will not exceed 50 HV with tolerance as per IS 7868(latest). Length of Rod – 6 ft. ( 1.82 Mtr.)	Basic Price  Excise Duty @ 12.36% CST @ 2% Packing & Forwarding: & Insurance: Freight Landed Price :-	Rs. 529.00  Rs. 65.38 Rs. 11.89 Inclusive  Rs. 31.74 Rs. 638.01

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Unit Landed Price:- Rupees Six hundred thirty Eight and paise one only.

The Annual Off-take against this R/C will be around 3000 Nos. Drill Rods & in terms of value Rs.1914030.00 . Total Off-take for three years will be around 9000 Nos. & in terms of value Rs. 5742090.00.

You will not supply Drill Rods in excess of the Annual Off take mentioned above without prior approval from H.Q.

Terms & Conditions:

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

Bank Details:

<b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS:</b> (With Telephone No. & Fax No.)	M/s. Mining Machine Tools Plot no. 82,Industrial Area, Korba ,Pin 495681 (C.G.) Fax No:- 07759227890
<b>PARTICULARS OF BANK ACCOUNT:</b>	
<b>A.BANK NAME:</b>	State Bank of India
<b>B.BRANCH NAME:(Including RTGS Code)</b>	Main Branch, Korba, SBIN0000540
<b>ADDRESS:</b>	Main Branch, Korba,TP Nagar,Korba 495681
<b>C.9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	495002306
<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
<b>E.LEDGER NO./LEDGER FOLIO NUMBER:</b>	
<b>F.ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b> (As appearing on the Cheque Book)	30469288366

2.Prices:- FIRM and FOR destination.

3. Excise Duty & Cess : As applicable against documentary evidence . Quoted rate indicated above. You have to submit original Buyer's copy invoice and transport copy of invoice at the time of supply to consignee for availing CENVAT credit as per detail given in the contract.

4. Sales Tax : CST Will be paid as applicable . Quoted rate is 2% against issue of C form as indicated above.

5.Packing forwarding and insurance : Inclusive

6. Freight : To be paid extra the maximum amount indicated above.

7.DELIVERY SCHEDULE:- Commencing within 30 days or earlier from the date of receipt of order with 300 Drill Rods per month thereafter.or as specified in the order placed by DDOs.

NOTE: Safe arrival of materials shall be your responsibility.

8.Validity of the RATE CONTRACT:- For a period of three years from the date of issue of the Rate Contract.

9.Security Money:- Exempted Being registered with NSIC.

10.Inspection:- Final inspection shall be carried out at the consignee end after receipt of materials.

11.Transit Insurance:- Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

12.PENALTY FOR FAILURE TO SUPPLY IN TIME



2





The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

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

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

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

### 13) PRICE FALL CLAUSE:

The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

iv) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level-II, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale, shall stand correspondingly reduced.





14. **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 out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as 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 BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will , 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 authority , 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 , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.

b) For 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 BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

c) 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 into consideration in their quotations.

15) **Guarantee/Warranty**:-The item will be warranted against any manufacturing defects/workmanship for a **period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance**. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

16) **Direct Demanding Officer(DDO)**:- GM(MM)/CGM(E&M) Or their authorized representative.

17) **Consignee**:- Depot Officer, Ekra Central Store, P.O. Bansjora(Sijua), Dhanabd, Jharkhand(Phone No: 0326-2230350)

18) **Paying Authority**:- GM(F)MM, MM Division, Koyla Bhawan.

19) **Issue of Road Permit**:- Road Permit if required may be obtained directly from the Consignee under intimation to this office.

20) **Parallel Rate Contract**:- BCCL reserves its right to conclude parallel Rate Contracts with the other Firms and reserve the right to buy any quantity outside this Rate Contract in case of urgent demand, arising at any time during the period of this R/C. BCCL does not guarantee for the quantity to be purchased during the currency of this Rate Contract.

21) **Monthly Report**:- A monthly report with details of supply may be submitted to this office.

22. **Integrity Pact** : You have signed Integrity pact issued with NIT . Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake,Kolkata-700064, will be independent external monitor against this tender/ contract.

**23.Submission of Bills:**

a)Supplier shall have to submit (100% value of bill duly stamped & pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.

b) The consignee shall then send SR notes , challan, Inspection note ,warranty/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.

c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.





i) **General:**

Serial No. of Invoice  
Description of the goods  
Classification of the goods  
Time and date of removal  
Mode of Transport and vehicle registration  
Rate of duty  
Quantity and value of goods and Duty payable thereon

ii) Statutory particulars in respect of both the supplier and Consignee.

Supplier(Consignor)	Consignee: Central Stores Ekra,Dhanbad
Name &Address	Ekra Central Store, Block - II Area, BCCL, Nawagarh, Dhanbad, Jharkhand - 828306
TINno.	20821500736
JST no.	KT - 651 (R)
CST no.	KT - 254 (C)
Circle/Subcircle-	Katras Circle Katras
Service tax regd no.	AAACB7934MST 009
Cen Ex. Duty Regd no.	AAACB7934MEM 007
Range code-	Dhanbad - Code - 02
Division code-	Dhanbad - Code - 02
Commissionerate -	Ranchi - Code - 87

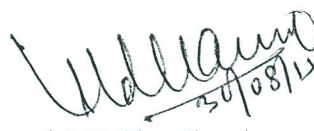
24) ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS

N.B:- This issues with the concurrence of GM (F)MM and approval of GM (MM). This contract is concluded with the issuance of this Rate contract. You are requested to kindly acknowledge receipt and acceptance of the RC within 15 days from date of issue of order. In case no reply is received, it will be presumed that the RC has been accepted by you for execution.

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

  
( A K Sinha )  
Sr Manager(MM)

  
( A K Chaudhary )  
GM(MM)Pur

Copy to:

1. Depot Officer, Ekra Central Store.
2. GM(F)MM, Purchase Finance Department, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), Mm Div, Koyla Bhawan.
5. Master File/Office Copy.
6. Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake, Kolkata-700064,
7. CGM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL/CMPDIL.