



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited)

Regt. Off: Koyla Bhawan, Koyla Nagar, Dhanbad-826005

CIN :U10101JH1972GOI000918

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

Koyla Bhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

Website: www.bcclweb.in

Amendment

ORIGINAL BY REGD. POST/ BY HAND

संदर्भ: BCCL/ KOL/72/Steel Flange/RC/2015/685(A)

दिनांक: 11.10.2017

सेवा मे,

M/s Arun Smithy Shop

24/1, Munsii Noor Mohammed Lane,

Howra-711101

GSTIN NO.: 19AEVPM4662B1Z5

Email: arunsmithy@yahoo.in

Mobile No.9830419360

विषय: GST amendment of rate contract of supply of Steel Flange of size-150mm, Table-6.

संदर्भ: 1. Our Rate Contract no. BCCL/PUR/KOL/72/Steel Flange/RC/2015/685 dtd 31.03.15

concluded with you.

2. Your letter dtd. 16.09.17 & subsequent correspondence on the above subject.

Dear Sirs,

Since, GST has been implemented by the Government of India & it is w.e.f 01.07.2017 as such our rate contract no. BCCL/PUR/KOL/72/Steel Flange/RC/2015/685 dtd 31.03.15 concluded with you for supply of Steel Flange of nominal size-150mm, Table-6 is hereby amended in place of existing entries as followings:

1. Basic rates of the all the items covered in RC will be same as given in above referred Rate Contract.

2. Following clauses are also added in the above Rate Contract:

- a) GST: GST shall be paid extra as legally applicable during the scheduled delivery period in place of exiting taxes (like CST & Service tax subsumed under GST) applicable in above RC. Present rate of GST is 18% [IGST @18%].
- b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- 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 fault of your side then the loss amount to be recovered from you.
- 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.
- g) Clauses related to Central Sales Tax & service tax of the above mentioned Rate Contract stands deleted.

Handwritten signature

Handwritten signature

3. HSN codes and GST rates for the all items covered in the above rate contract will be as under:

Sl no.	Item	HSN code	GST rate
1	Steel Flange	73079100	IGST 18 %


4. Your GST details are as under:

SN	Particulars	Firm's Details
1	Name of firm	M/s Arun Smithy Shop
2	Constitution of Business	Individual
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AEVPM4662B
5	GSTIN	19AEVPM4662B1Z5

5. Validity, total off take and other terms & conditions along with of above referred rate contract will remain unchanged.

Above are w.e.f 01.07.2017 for the material supplied/ to be supplied after GST.

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


(Alok Kumar)
Dy Mgr (MM)


(N S Saini)
GM (MM)

(This has got the approval of competent authority)

Copy to:

1. All Area CGM/GMs /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers, BCCL
4. GM (Washery) ,BCCL
5. HOD(F)(MM),.MM Div Koyla Bhawan,Dhanbad
6. GM(E&M) ,Koyla Bhawan.
7. GM(MM) S I/C ,MM Div. Koyla Bhawan,Dhanbad
8. GM(E&M) Inspection ,CMPDI ,Ranchi.
9. CGM(MM)/GM(MM),CCL,ECL,SECL,NCL,WCL,MCL
10. MM Tech cell , MM Divn. Koyla Bhawan,Dhanbad



(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

6, Lyons Range, 4th Floor, Purchase division,
Kolkata-700001 (West Bengal)

OFFICE OF THE CHIEF MANAGER (MM)

Phone No. 033-22304975; Fax No. 033-22304928

Web site No: www.bccl.gov.in

CIN: U10101JH1972GOI000918

RATE CONTRACT NO: BCCL/KOL/72/Steel Flange/RC/2015/685

Date: 31.03.2015

M/s. Arun Smithy Shop,
24/1, Munshi Noor Mohammed Lane,
Howrah-711101.

BY REGISTERED POST
New Vendor Code No: 1/12/M/T/076
Category: Manufacturer

Name of Contact Person: Sri Sukhen Mondal
Contact No: 09830419360(M); 033-26413578/26404782
e-mail id no: arunsmithy@yahoo.in

Sub: Rate Contract for Supply of Steel Flange of nominal size: 150mm, Table-6.
Ref: Our E-Tender No: BCCL/PUR/KOL/14-15/Carbon Steel Flange/RC/2014/04
opened on line on 16.06.2014 and tender Id no: 2014 BCCL 1673 1.

Dear Sirs,

With reference to the above, we are pleased to enter into a Rate Contract with you for supply of Carbon Steel Flange of nominal size: 150mm, Table-6 to various Areas of BCCL as per the following clauses: -

Rate Contract:

The rates for the stores under this contract are fixed. The quantity to be supplied during the currency of this contract may vary and will be on "as and when required basis". You shall duly inform this office about the off take value against the RC in every quarter.

Item Description & Rate:

Item No.	Description of Stores	Basic price per pair
01.	Carbon Steel pipe Flanges conforming to IS: 6392/71 (with latest amendment), ISI marked in the following size. The materials for flanges will be as per Table-1 of IS:6392 i.e. Carbon Steel Conforming to IS:2004 (Class-2/3). Nominal size: 150mm NB Table-6 Brand : 'ARUN'	Rs.695.00

The above price is FIRM for delivery on FOR destination basis.

Period covered by the contract:

This rate Contract shall remain valid for a period of 3(Three) years from the date of issue of this Rate Contract i.e. from 31.03.2015 to 30.03.2018 both days inclusive. However BCCL reserves the right to short close this rate contract at any time without assigning any reason and without any financial repercussion.



H. Choudhary
31-03-2015

Period up to which order will be placed:

Orders against the Rate Contract shall be placed till the last date of the validity i.e. 30.03.2018 but orders should reach the rate contract holder within 30 days of expiry of RC. Such orders received within 30 days of expiry of RC should be complied in accordance of the delivery period stipulated in the contract.

Sales Tax: CST extra as applicable at the time of supply against C Form. Presently @2%.

Excise Duty: Presently not applicable. However if applicable in future, same shall be borne by you.

Price Fall Clause:

i) 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.

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 CGM (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.

DIRECT DEMANDING OFFICERS:

The following officers and / or their authorized representatives are the Direct Demanding Officers who are authorized to place supply order directly against this Rate Contract endorsing copies to Paying Authority and to this office. The demanding Officers are being requested to send three sets of their specimen signature to the contractors as well as to the Paying Authority and to this office for records and verification before execution of the supply orders.



A. Chozalar
31-3-2015

221/c

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Details of the Direct Demanding Officers & their address	Name and address of the Consignee and Paying Authority
a) CGM/GM, Block-II Area, BCCL, PO: Nawagarh, Dist: Dhanbad-828306.	Will be intimated by DDO in the supply orders.
b) CGM/GM, WJ Area, Moonidih Road, Moonidih, BCCL, Dhanbad-828129.	-do-
c) CGM/GM, Govindpur Area, Katras Mohuda Road, Sonardih, Dhanbad-828125.	-do-
d) CGM/GM, Katras Area, Dhanbad Katras Road, Sijua, Dhanbad-828121.	-do-
e) CGM/GM, Sijua Area, Dhanbad Katras Road, Sijua, Dhanbad-828121..	-do-
f) CGM/GM, Kusunda Area, Dhanbad Bokaro Road, Kusunda, Dhanbad-828116.	-do-
g) CGM/GM, Pootki Balihari Area, Dhanbad Bokaro Road, Pootki Dhanbad-828116.	-do-
h) CGM/GM, Bastacolla Road, Jharla Road, Bhagatdih, Dhanbad-828111.	-do-
i) CGM/GM, Lodna Area, Khasjinagora, Dhanbad-828115.	-do-
j) CGM/GM, EJ Area, Bhowrah, Dhanbad-828302.	-do-
k) CGM/GM, CV Area, BCCL, PO: Borakar, Burdwan.	-do-
l) GM (E&M) , BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad or authorized representative.	-do-
m) GM (MM)PUR, BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad or authorized representative.	-do-
n) CM (MM), BCCL, 6, Lyons Range, 4th Floor, Kolkata-1.	-do-
o) GM(Excv), BCCL, Koyla Bhawan, Dhanbad or authorized representative .	-do-
p) CGM/GM(Washery), WWZ Area/EWZ Area, Saraidhela, BCCL, Dhanbad	-do-

NOTE: i) Supply orders shall be placed only against indents duly concurred and approved by competent authority.

Delivery: Commencing Within 60(Sixty) days or earlier (minimum 50% of ordered quantity for each size) from the date of receipt of supply order from DDO's and completion within next 60(sixty) days thereafter. Delivery shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. For this purpose adequate stock of stores should be maintain by you to ensure timely supply. Please also note that in case of emergency it will be obligatory in your part to supply the demanded material immediately. All supplies against orders of the above Rate Contract will be delivered to the respective Stores, which will be mentioned in the orders placed by the DDO's.




A Choudhary
31-03-2015

PENALTY FOR FAILURE TO SUPPLY IN TIME:

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 deliver 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 canceling the supply order in respect of consignment not yet due for supply

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.

Inspection:

Pre-despatch inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and Service Tax as applicable at the time of supply. Presently @12.36% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials.



A. Choudhary
31-3-2015

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Guarantee / Warranty:

Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 30 days free of cost.

Force Majeure Clauses:

If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract/ Supply Order, the Contract/Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

Mode of Despatch:

The consignment should be dispatched by road transport or on door delivery basis for small consignments under intimation to the consignee as well as to this office.

Packing - Consignment shall be supplied in suitable standard proper packing as per NIT.

STOCK:

You will keep sufficient stock of the stores to meet the demand of the areas as and when asked by them without any interruption. However the quantity to be supplied during the tenure of the contract is not fixed and will be on as and when required basis.

Transit Insurance: This will be arranged by you at your own risk & cost.

Paying Authority:

HOD(F)MM, BCCL, Koyla Bhawan, Dhanbad/CM(F), BCCL, Kolkata/as may be mentioned in the supply orders placed by the DDOs.

Payment: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.



A. Choudhary
31-3-2015

Consignee: To be mentioned in the supply orders placed by the DDOs.

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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Copy of Valid BIS license duly self certified and notarized by notary public, Copy of Valid NSIC Certificate duly self certified and notarized by Notary Public, Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

NB: all documents to be submitted shall be authenticated.

PRICE CERTIFICATE: You should submit a certificate along with bill as stated below

"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt. / Subsidiaries of CIL/ Other PSUs. If the materials are sold at any lower rate than that mentioned in this contract to any other agency, the same will automatically be applied to this contract from that date "

Quarterly statement of orders and delivery:

You shall submit statement in duplicate by the 7th of each quarter to the office of the under signed indicating the position as was on the previous month with the following details.

- i) No. & date of supply order for which delivery have been completed during the month under report indicating therein quantities, name of the consignee and despatch particulars i.e. RR and or road consignment no. and date.
- ii) No. and date of supply order which is lying unexecuted till last day of the preceding month indicating the name of the consignee and briefly indicating the reason for non execution of order.
- iii) No. and date of supply order received during the month indicating the quantity in each case.

FORM FOR ACKNOWLEDGEMENT OF SUPPLY ORDER:

This form should be completed, signed and referred to DDO who issued the supplied order as well as to this office within 15 days of receipt of orders from DDO's. This is to acknowledge receipt of your supply order no.....dt. The stores ordered in the supply order will be supplied on the delivery date(s) stipulated by you or the stores ordered by you cannot be supplied by the delivery date, stipulated by you in the supply order, but can be supplied as under:-

Quantity

Date

The alternative not applicable should be struck off.



A. Choudhary
31-3-2015

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Parallel Rate Contract.

BCCL reserves the right to conclude parallel rate contract with other firms and reserves the right to buy any quantity outside the contract in case of urgent demand at any time during the period of the contract.

BCCL reserves the right to withdraw the rate contract within its validity if the performance of the supplier is found to unsatisfactory.

Security Deposit: Exempted as registered with NSIC.

Two copies of this rate contract are being sent to you. You are advised to confirm the receipt and acceptance of this RC by returning one copy duly signed and stamped positively within 15 days failing which this RC shall be deemed to have been accepted for execution.

Acceptance of this Rate Contract may please be confirmed within 7(Seven) days from the date of receipt of this rate contract. If no confirmation is received within 7(Seven) days it will be assumed that you have accepted this Rate Contract with the terms & conditions mentioned therein.

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

For & on behalf of Bharat Coking Coal Ltd.

CM (MM), Kol.

c.c.to: TS to DT (O)/DT (P&P), BCCL, Koyla Bhawan, Dhanbad-for kind information.
 c.c.to: Shri Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata – 700091.
 c.c.to: GM (MM)P, BCCL, Koyla Bhawan, Dhanbad.
 c.c.to: GM(MM) (S), BCCL, Koyla Bhawan, Dhanbad.
 c.c.to: GM (E&M), BCCL, Koyla Bhawan, Dhanbad.
 c.c.to: CGM/GM, Area-I,III,IV,V,VI,VIII,IX,X,XII,PB Project, Block-II,WJ Area & EJ Area, BCCL,Dhanbad.
 c.c.to: GM(Washery),Saraidhela,CCWO,BCCL,Dhanbad.
 c.c.to: GM(F)(MM), BCCL, Koyla Bhawan, Dhanbad.
 c.c.to: Area Finance Manager, Area-I,III,IV,V,VI,VIII,IX,XII,PB Project, Block-II,WJ & EJ Area,BCCL,Dhanbad. CFM (Washery), Saraidhela, BCCL, Dhanbad
 c.c.to: CM/Depot Officer,Central Stores Ekra/Regional Stores, Area I,III, IV,V, VI, VIII, IX, X, XII, PB Project, Block-II,WJ Area & EJ Area, BCCL ,Dhanbad .CGM (Washery),Saraidhela,BCCL,Dhanbad
 c.c.to: CGM /GM(MM), ECL/CCL/MCL/NCL/MCL/SECL.
 c.c.to: MM (TC), BCCL, Koyla Bhawan, Dhanbad.
 c.c.to: GM (E&M)(Inspection), CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
 c.c.to: Office copy/Master copy.

NOTE:-

Rate Contract for Flanges have been concluded as per the following details:-

Sl.no	Description of flanges	R/C No & date	Name of firm	Validity
01.	Size:100mm.NB.Table-5	KOL/686 dtd.31.3.2015	M/s.Genuine Trade Centre	30.03.2018
02.	Size:100mm.NB.Table-6			
03.	Size:150mm.NB.Table-5			
04.	Size:150mm.NB.Table-6	KOL/685 dtd.31.3.2015	M/s.Arnn Smithy Shop	30.03.2018
05.	Size:200mm.NB.Table-E	KOL/686 dtd.31.3.2015	M/s.Genuine Trade Centre	30.03.2018

Commutative Off-take against Sl no.1,2,3 & 4 shall be limited to Rs.150.00 lakhs in three years.

Commutative Off-take against Sl.no.5 shall be limited to Rs.15.0 lakhs in three years. For this purpose, the firms must submit quarterly statement of the orders placed and corresponding off take.



A. Choudhary
31-3-2015

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