

	<p align="center">BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005, (Fax No- 0326-2230183)</p>
<p>RATE CONTRACT</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>

ORIGINAL BY REGD. POST

Ref. No. BCCL/ Pur/570000/E&M/RC for HF DU-68/12-13/181

Dt. 25.12.2012

To,
M/s R.G.Industries,
First Floor, K-85
Hauz Khas- New Delhi
110016, FAX:-011-26510215

Sub: Conclusion of Rate Contract for supply of DGMS approved Fire resistant Hydraulic Fluid type HF DU-68 against this office Tender No: BCCL/ Pur/570000/E&M/RC for HF DU-68/12-13/54 dated 13.09.2012 Due & opened on 17.10.2012

Ref: Your offer no:- RG/2012-2013/B-1/3 dated 03.10.2012 and subsequent correspondences on the above subject your last letter no RG/2012-2013/B-1/5 dated 10.11.2012

Dear Sir,

We are pleased to enter into Rate contract with you for supply of DGMS approved Fire resistant Hydraulic Fluid type HF DU-68 on the rate , terms & conditions stipulated below:-

1 . SCOPE FOR SUPPLY :-

SN	Description	Unit Basic Rate (Rs/Ltr)
1	DGMS approved Fire Resistant Hydraulic Fluid type HF DU-68 conforming to IS 7895 of 1975 with latest Amendment , if any , for use in U/G coal mines in SDL/LHD machines . Detailed specification as per Annexure – “A”	153.50
	Excise duty & Cess @12.36%	18.97
	CST @2%	3.45
	Freight @Rs.3.50/Litre	3.50
	P & F, Transit Insurance & Other Charges	Nil
	Total Value	179.42

2. Rate contract:- In this rate contract the qty. to be supplied is not fixed and will be as per requirement of direct demanding officers on as and when required basis.

3. Validity :- The rate contract will remain valid for 01(One) year from the date of issue of this contract and may be extended further if considered necessary with mutual consent.

4 . Basis of Prices :- Firm and on F.O.R. Destination basis .

5 . Packing , Forwarding & Insurance : Nil

6. Freight : Will be paid extra @ Rs. 3.50 per lit. As Indicated Above.

7. Excise duty & Cess :- To be paid extra as applicable at the time of supply on proof of documentary evidence . As Indicated Above. Present rate is 12.36%

8. CST : will be paid extra @ 2% As Indicated Above against issuance of form ‘ C ‘ by consignee . **Claims for Concessional CST Forms is to be submitted to the consignee for the quarter(s) ending on the 30th June, the 30th September, the 31st December and the**

31st March, for which period(s) the said CST forms are required to be received, shall be made within 7th day of the month, after the end of the succeeding respective quarter.

9. Order Placement & Mode of supply : Operation of subject RC is restricted to maximum limit of Rs. 71,76,800/- only. As soon as the limit is reached , you shall intimate to GM(MM)Pur/CGM(E&M) for further action and you will not accept any further order from any DDOs without specific clearance from GM(MM)Pur.

10. Mode of Despatch : By Road on F.O.R. Destination , Freight paid basis .

NOTE : Safe & sound delivery of stores at consignee's end must be ensured .

11. Road Permit : Road Permit , if required , may be obtained directly from the Consignee under intimation to this office.

12. Delivery Period : Preferably supply should be commenced EX. Stock but not later than 30 days from the date of receipt of order . Later on supply should be made as per schedule given in the supply orders by DDOs. However ,earliest delivery will be highly appreciated .Any increase in the rate of taxes & duties beyond delivery period will be to your account

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

14. Supply order:- Supply order against the Rate contract will be placed by Direct Demanding Officers (DDOs) on the printed supply order form .

15. Direct Demanding Officer:- In addition to this office , the following Officers are authorized to place orders against this contract and they must endorse copies of such orders to this office

i. CGM/GM of all Areas of BCCL

ii Area Manager (MM) , of all Areas of BCCL

16. Paying authority :- GM (F)(MM),BCCL, Koyla Bhawan /AFMs of respective Areas .

17. Submission of Bill : 100% value of bill duly stamped , signed & pre-receipted in Five Copies , as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required) , packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed , documentary evidence of Excise duty payment if claimed, Price Certificate and other documents. (*Note – All documents to be submitted shall be duly authenticated*)

18. Bank Details :

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s R.G.Industries, New Delhi First Floor, K-85 Hauz Khas- New Delhi 110016
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	AXIS Bank Ltd
	B. BRANCH NAME: (Including RTGS Code)	Green Park Main, UTIB0000015
	ADDRESS:	K-12, Green Park, New Delhi 16
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque)	110211003

	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)	Current Account
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	015010200007696

19. Inspection:- The inspection will be done at consignee's end on receipt of materials by the concerned technical head or their authorized representative.

20. 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 .

21. Guarantee /Warranty : The material should be guaranteed for a period of twelve months or 3000 hrs (three thousand hrs) whichever is earlier from the date of receipt and acceptance. In case the item supplied are found to be defective or not genuine or not to the specification, the supplier shall replace such material free of cost on intimation by consignee within 15 days.

22. PRICE CERTIFICATE : A Price certificate as stated below , should be submitted along with supply bill : “ 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” .

23. Security Deposit - Not Applicable as you have submitted NSIC registration certificate.

24. Parallel Rate contract :- We reserve the right to conclude parallel Rate contract with other firms and to obtain additional supplies by ‘Adhoc’ purchase from other sources and the DDOs will be free to operate the same according to their discretion and best advantage , if necessary.

25. 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 this office .

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 you , as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk , the stores not supplied or others of a similar description without canceling 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

26. 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.

27. CENVAT : BCCL is entitled to avail CENVAT credit on account of Excise duty for indigenous products and countervailing duty and special additional duty for imported products hence set-off is allowed against above as per Central Excise duty Act. The invoice should contain the following:

Invoice issued by the supplier for Revenue and Capital goods:

- Name and address of assessee
- SL No of Invoice (Should not be hand-written).
- Central Excise Duty Registration Number (assessee & consignee)
- Address of concerned Central Excise Division (assessee & consignee)
- Range and Commissionerate (assessee & consignee)
- Name & Address of the consignee
- Time and date of removal
- Description and classification of Goods
- Mode of the transport and vehicle registration number
- Rate of duty,
- Quantity and value of goods and Duty payable thereon.
- Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit Rules
- Five copies of Invoice are to be submitted among those original copy being marked as original for buyer, duplicate copy as duplicate for transporter

Education Cess and higher education Cess to be shown separately for complying with CENVAT Credit Rules.

Consignors/Service providers should show excise/service tax element separately in their offer and invoice should be raised as per CENVAT CREDIT Rules as stated earlier.

CENVAT credit is also available on countervailing duty ,on special additional duty of customs and educational & higher educational cess etc.for which bidders are required to confirm in their offer that they will submit a copy of bill of entry along with their bills in case of import.

All bidders including First stage and second stage dealers shall be required to submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification. Firm claiming exemption from submission of cenvatable invoice shall submit documentary evidence to this effect.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms .

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 “ A “)

(M.Mehta)
Asst. Manager(MM)

(A.K. Choudhary)
Chief Manager (MM)

Copy to :

1. All Area CGM/GMs /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers
4. GM(F)(MM),..MM Divn. Koyla Bhawan,Dhanbad
5. CGM(E&M)/GM(Const.),Koyla Bhawan.
6. C.M.(MM) BCCL,6,Lyons Range Kolkata
7. SM.(MM)(TC), MM Divn. Koyla Bhawan
8. CGM(MM)/GM(MM),CCL,ECL,SECL,NCL,WCL,MCL/CIL

(This has got the concurrence and approval of competent authority)
[Annual off-take will be Rs. 71,76,800/- approx.]

DDOs will place order against their approved & concurred indents by operating this Rate-contract .

Asst. Manager(MM)

Chief Manager (MM)

ANNEXURE- “A”

Technical Specifications DGMS approved fire resistant hydraulic fluid type HFDU-68

1.Description: DGMS approved fire resistant hydraulic fluid type HFDU-68 conforming to IS 7895 of 1975 with latest amendment if any for use in underground coal mines in SDL/LHD machines

The FRHF should be supplied in standard steel/HDPE drums of 210 ltrs, capacity in sealed condition which are not returnable. Manufacturing test certificate and Gaurantee certificate must be submitted along with the consignment.

2.Gaurantee/Warranty: The material should be guaranteed for a period of twelve months or 3000 hrs (three thousand hrs) whichever is earlier from the date of receipt and acceptance. In case the item supplied are found to be defective or not genuine or not to the specification, the supplier shall replace such material free of cost on intimation by consignee within 15 days.

3.Identification mark: Makers name, date of manufacture, quantity etc should be embossed/engrave/punched on the container at a visible place which is not subject to wear and tear for ease of identification at any time.

Since this is a case of conclusion of rate-contract as such qty is not fixed. DDO's will place order against rate –contract on “ as and when” required basis. However the approx off-take against this RC will be as under.

Annual Consumption : - 40,000 litres.

Asst. Manager(MM)

Chief Manager (MM)