



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.No: PUR/200000/FIP Spares/12-13/235

Dt.07.03.2013

To

M/s. Basant Diesels,
Katras Road,
Near Bharat Petrol Pump
Matkuria, Dhanbad-826 001

Vendor Code:- 1/22/D/A/037

Dear Sirs,

Sub:- Rate Contract for supply of FIP Spares (BOSCH)

Ref:- Your Offer no Nil dated 14.08.2012 against our LTE Ref.no.
PUR/200000/RC/FIP Spares/12-13/30 due on 16.08.2012

With reference to above we are pleased to enter into Rate Contract with you for supply of FIP Spares (BOSCH), to various Areas/Units/Projects of the BCCL at the terms and conditions given below:-

Terms & Conditions:-

1. Scope of Supply – Supply of “Bosch” make FIP spares – 100 items as per list enclosed as Annexure-II.
2. Validity: The rate contract shall be valid for a period of TWO (02) year from the Date of issue of this R/C.
- 3.Prices:
 - a) Firm and FOR Destination.
 - b) The prices of spare parts as per list based on your Principal M/S Bosch Ltd vide your letter no NIL dated 09.01.2013 & 27.12.2012. Any reduction in price during the validity of the rate contract will be applicable in this rate contract and should be immediately intimated to us.
4. ED & Cess: -Inclusive
5. VAT: Inclusive
6. Packing & Forwarding , Freight and Transit Insurance: -NIL.
7. Payment Term: 100% payment will be made within 21 days of receipt and acceptance of the materials or from the date of receipt of bills by Consignee, whichever is later.
8. DDOs:- CGM (MM), CGM (E&M),CGM/GM of all Areas and projects of BCCL.
9. Paying Authority: GM(F), MM in case of order from HQ, otherwise respective Area Finance Managers.
10. Delivery: To be completed within 15 days from the date of receipt of order.
11. Warranty: You will hold full responsible for the guarantee for six months from the date of delivery for workmanship and manufacturing defects for the supply of spares.

12. Security Deposit:- You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . For successful tenderers, the Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

13.PENALTY FOR FAILURE TO SUPPLY IN TIME

The time and date of 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 is 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.

14. 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.

15. Parallel Rate Contract Clause: BCCL reserve the right to conclude parallel Rate Contracts with other firms for the item covered under this Rate Contract.

16. Inspection & Test Clause: No initial inspection will be carried out at your end. The consignee will carry out final inspection at consignee end and the same will be final. If spares are found defective or not in accordance with specification mentioned in the supply order will be rejected and intimated to the supplier for free replacement within 30 days from the date of receipt of intimation. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

17. Fitment Guarantee: You should give a guaranty of fitment of FIP spares in ashok Leyland, tata tippers and other vehicles without any alteration i.e. addition or deletion.

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 out-break of hostilities, declaration of an embargo/curfew or blockade or fire, flood, acts of nature or any other 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 15 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 exist.
- 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.

19. Logo embossing:- The spares supplied by you would be embossed with its logo/identification make and or sl no, preferably at a non-wearing surface.

20. After sales service:- You shall provide required after sales service to the end user.

21. Jurisdiction: for all disputes arising out of this contract, the jurisdiction shall be in the court of Dhanbad, Jharkhand and Jharkhand High court. The work under this contract will also be governed by the General Terms & Conditions stipulated by Bharat coking Coal Limited.

22. 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. Hence the quantity to be supplied during the tenure of the contract is not fixed and will be as and when required basis. It should be noted that the purchaser would not be responsible to take over any quantity left over with the contract after termination of the contract.

23. Monthly Statement of Delivery: You are requested to submit a statement in duplicate by the 5th day of every month to this office showing the supply order and its position as on the last day of the previous month, in the format given below:

Sl. No	Order Ref.	Consignee	OrderQty, & Value	Quantity Supplied & Value	Balance Quantitty & Value	Remarks
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24. Short Closure:B.C.C.L reserve the right to short close this Rate Contract at any time.

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

M.Mehta
AM(MM)

(A K Choudhary)
CM(MM)

Encl.- Annexure-II

CC:-

1. CGMs/GMs, All Areas & Projects & Washery Division, BCCL
2. CGM(E&M),Koyla Bhavan, BCCL Dhanbad
3. General Manager(Finance) MM Division, Koyla Bhavan
4. All .Area Finance Managers,-do---do—
5. All Area Manager(MM) -do –do—
6. MM(TC),MM Division, BCCL, Koyla Bhavan
7. CGM(MM),CCL,ECL,WCL,SECL,MCL,NCL

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

For procurement of FIP Spares , RC has been concluded with two firms namely M/s Ketan Diesel & M/s Basant Diesel.

DDOs should ensure that order for items common in both the RCs should be placed equally to both the RC Holders.

Annual Off-take for both the RCs is Rs 18,00,000.00 for One year, thus for two years it shall be Rs 36,00,000.00.

Asst. Manager(MM)

Chief Manager (MM)

ANNEXURE- II

Sl. No.	Part Number	Description	M/s Basant Diesels
1	9411 038 351	Element	495
2	9411 038 352	Element	504
3	9411 038 384	Element	595
4	9411 038 424	Element	495
5	9411 038 428	Element	519
6	9411 038 456	Element	595
7	9411 038 443	Element	467
8	9411 038 339	Element	349
9	9411 038 558	D.Valve	195
10	9411 038 576	D.Valve	207
11	9411 038 578	D.Valve	211
12	9411 038 562	D.Valve	208
13	9412 038 501	D.Valve	213
14	9430 037 229	Nozzle	405
15	9430 037 209	Nozzle	468
16	9430 034 204	Nozzle	742
17	9430 034 211	Nozzle	764
18	9430 034 243	Nozzle	742
19	9430 034 284	Nozzle	801
20	9430 034 299	Nozzle	1012
21	1410 107 005	Washer	3
22	1410 105 001	Disc Washer	3
23	1411 015 055	Gasket	21
24	1414 618 028	Pl. Spring	35
25	1414 618 027	Pl. Spring	35
26	1414 613 013	DV. Spring	8
27	1410 551 036	Closing Cap	21
28	1410 281 012	Oil Seal	33
29	1410 282 003	Oil Seal	15
30	1413 453 025	A.V.Screw	51
31	1416 026 004	Control Rod	217
32	1415 522 054	End Plate	241
33	9411 035 800	Int.Bearing	168
34	9421 030 515	Spring Capsule	165
35	1424 634 026	Spring	51
36	1424 619 019	Spring	57
37	1424 619 026	Spring	34
38	1418 720 023	Tappet Assy.	313
39	2433 356 040	Leak Off Union	23
40	2433 357 031	Pipe Connection	85

41	2430 136 015	Inter Washer	180
42	2430 136 017	Inter Disc	193
43	2430 136 031	Inter Washer	77
44	1413 462 101	Red Union	50
45	1414 612 005	D.V.Spring	10
46	2440 109 005	Ring	4
47	9422 035 687	Gov.Cover	931
48	9451 037 430	O.F.Valve	104
49	1410 023 007	Clamping Jaw	16
50	1410 023 008	Clamping Jaw	9
51	1413 100 030	Pin	27
52	1413 100 012	Pin	12
53	1410 202 006	Roller	97
54	1410 300 042	Bush	43
55	1410 326 030	Control Sleeve	37
56	1416 336 060	Gear Ring	73
57	1420 100 027	Washer	5
58	1423 300 004	Hex Nut	11
59	1420 322 028	Gov.Bearing	414
60	9421 037 005	Gov Kit	87
61	1424 650 009	Spring	10
62	1424 650 005	Spring	17
63	1420 328 034	Bearing Bush	33
64	1422 013 036	Swl. Lever	538
65	1421 933 048	Guide Lever	592
66	1427 432 000	Air Breather	47
67	9421 037 400	Air Breather	80
68	1428 194 041	Flyweight Assy.	2879
69	1428 194 021	Flyweight Assy.	2121
70	1450 410 011	Filter Sleeve	10
71	1900 910 201	Roller Bearing	336
72	1900 910 202	Roller Bearing	387
73	2440 210 009	O Ring	4
74	2449 998 313	F.P.Pin	23
75	9411 033 412	A.V.Screw	12
76	9411 036 161	Cam Shaft	2705
77	9412 035 205	Pump Housing	7426
78	9412 035 206	Pump Housing	7426
79	9441 037 000	F.P. Kit	74
80	2449 998 313	Plunger	23
81	9441 033 112	Spindle	230
82	9441 037 202	Hand Primer	135

83	9451 030 528	AL Bowl	23
84	9440 030 002	Feed Pump	2041
85	9440 030 028	Feed Pump	1803
86	1413 120 001	Pin	50
87	1410 300 243	Roller	183
88	1410 300 080	Bush	87
89	1423 000 005	Shaft	22
90	1413 372 072	D.V.Holder	59
91	9421 032 008	Control Lever	543
92	9421 031 905	Shackle	96
93	0681 443 014	Nozzle	585
94	1423 341 021	Round Nut	73
95	1900 210 100	O Ring	5
96	2443 203 001	Valve	8
97	2444 615 006	Spring	4
98	1413 121 009	D.V.Peg	47
99	1410 114 022	Spring Plate	17
100	1410 120 071	Spring Plate	18

Asst. Manager(MM)

Chief Manager (MM)