



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)

ORIGINAL BY REGD. POST.

RATE CONTRACT	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. BCCL/ PUR/530000 /Pump Spares – M&P/RC/12-13/53

Dt. 26/06/2012

To,

M/s. Mather & Platt Pumps Ltd. ,
Nilhat House (8th Floor), FAX : 033 – 22435918
11 , R.N. Mukherjee Road ,
Kolkata – 700 001

Sub:- Conclusion of Rate Contract for supply of Spares for M&P make Pumps against this office Tender No.: BCCL/ 530000/RC/ M&P Pump Spares/12-13/ 118 Dated 23/03/12 ; Due and Opened on 16/04/2012

Ref:- Your offer No. E-S-012/BCCL-RC/001 Dt. 14/04/12 & subsequent correspondence on the above subject .

Dear Sir,

We are pleased to enter into Rate contract with you for supply of spares of various model / sizes of M&P make Pumps as indicated at Annexure “ A “ on the rate , terms & conditions stipulated below:-

1. 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.
2. 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.
2. Specification, Description & Prices : As per Annexure-A enclosed .
- 4 . Basis of Prices :- Firm and on F.O.R. Destination basis subject to payment of following 5 .
Packing & Forwarding : Inclusive
6. Freight & Insurance Charges : Inclusive .
- 7 . Excise duty & Cess :- Will be paid extra at actual on proof of documentary evidence .
However , your offered / present rate is 12.36 % of basic price .
8. VAT : VAT @5 % will be paid extra .
- 9 . Order Placement & Mode of supply : Supply order against this rate- contract will be placed by the DDOs on your authorized dealer M/S Karni Concern , Jharia – Sindri Road , P.O. – Jharia , Distt. – Dhanbad – 828111 under intimation to you . The spares shall be dispatched directly from your Chinchwad works to consignee on E-1 transaction basis duly packed . Invoices will be raised by M/S Karni Concern supported by Invoice – cum – Excise Duty gate pass issued by you .

(Contd. Page – 2)

In addition to this , the invoices will be supported by a guarantee certificate by M/S Mather & Platt Pumps Ltd. for spares supplied indicating invoice no. on the guarantee certificate . Each invoice of M/S Karni Concern will bear the following certificate from M/S Mather & Platt Pumps Ltd. :

“ This is to certify that M/S Karni Concern has paid the Excise Duty to M/S Mather & Platt Pumps Ltd. in respect of spares being supplied in this invoice . “

Operation of subject RC is restricted to maximum limit of Rs. 120.00 Lakh . 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 : Within 3 -4 months from the date of receipt of order .

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:- General Manager(F)(MM),BCCL,Koyla Bhawan / Finance Manager of respective Areas .

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

19. 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 CGM(MM),Koyla Bhawan, Dhanbad .

20. Guarantee /Warranty : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance 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.

21. 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 “ .

22. Security Deposit - You will deposit Security Money in the form of Bank Draft/ Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad for 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and your performance shall be kept recorded for future dealings with you. Security Deposit shall be refunded to you, on request, within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited.

23. 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.

24. 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.

25. 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.

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 " 19 models)

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

Copy to 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
 2. CGM(E&M)/GM(Const.), Koyla Bhawan.
 3. C.M.(MM) BCCL, 6, Lyons Range Kolkata
 4. Sr.Mgr.(MM)(TC), MM Divn. Koyla Bhawan
 5. 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. 120.00 Lakh approx.]

Copy also to :

M/S Karni Concern, Jharia – Sindri Road, P.O. – Jharia, Distt. – Dhanbad – 828111
Tel. 0326-2460390 ; Fax. : 0326-2460728

