



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan
Koyla Nagar Dhanbad : 826 005

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court and
Jharkhand High court only

Ref: PUR/200000/RC/Spares for EKG 4.6/5 cubic mtr shovel/11-12/115

Dated : 19.09.2012

To,
M/s. Venkat Krishna Industrial Accessories,
8th Lane, Sector -1, Phase-2,1.D.A Cheralapaly,
Hyderabad – 500051

REGISTERED POST
(RATE CONTRACT)

Fax: 040 27260378

Sub : Rate contract for supply of spare parts for EKG 4.6/5 Cubic Mtr shovels.

Ref : Tender No. PUR/200000/RC/Spares for EKG 4.6/5 Cum Shovel/11-12/domestic/e-tender/ 33 opened on 02.08.2011 and Your offer no. VK/BCCL/01/2011-11 dated 22.07.11 and subsequent letters no 455 dt 20.07.12 & 456 dated 21.08.12

Dear Sir,

With reference to above we ,for and on behalf of BCCL, are pleased to enter into Rate Contract with you for supply of spare parts for EKG 4.6/5 Cubic Mtr shovels as per the specifications & rates and terms and conditions stipulated hereunder :-

1)Scope of Supply :

NIT Sl no	Part number	Description	Basic Price (Rs)
40	1003.21.02/1040.21.002	PIN	450.00
53	1003.09.434/1040.09.471	PINION SHAFT	74500.00
55	1004.19.30	DRIVING SHAFT (10 SPLINES)	83500.00
60	1040.19.021	DRIVING SHAFT (22 SPLINES)	82600.00
63	1040.19.091	TAKE UP WHEEL /GUIDE WHEEL	62000.00
65	1003.03.206/1040.03.215	MOTOR PINION	6800.00
68	1005.02.02/1040.07.002	STOP	7500.00
70	1006.03.204/1040.03.307	SIDE SLIDE	1750.00
86	1004.19.41	RING (4 HOLES)	560.00

Terms and Conditions

2)Prices: Prices shall be firm and FOR destination basis inclusive of packing forwarding .Freight and insurance charges up to destination shall be absorbed by the firm..

3)Excise duty and Ed cess : Nil

4)CST : CST Extra @ 2% against form 'C'.

5)Period of contract: The Rate Contract shall remain valid for a period of **two years** from the date of issue of contract.

6)Delivery: To be completed within 60 days from the issue of the of the purchase order .

7)Fitment guarantee: the Firm will certify that spares supplied would be suitable for fitment in the EKG 4.6/5 cubic mtr shovel without any alteration ie addition or deletion .The design of the items are exactly as per OEM specification.

8)Identification : The items to be supplied should have suitable identification mark/tag on non wearing surface.

9)Warrantee: For item SI no **1 to 50 and SI no 68 to 90** of Tender, the warrantee shall be as follows:

The firm Shall be fully responsible for the manufacturers warrantee in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the EKG 4.6/5 cub mtr shovels, for a period of 3000 working hours or 12 months from date of fitment or 18 months from the date of acceptance at our stores ,whichever is earlier. The firm shall have to replace all such defective spares free of cost within 30 days of intimation of the failure, within the warrantee period, by the end user.

For item **SI no 51 to 67** of Tender the warrantee shall be as follows:

The firm Shall be fully responsible for the manufacturers warrantee in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the EKG 4.6/5 cub mtr shovels, for a period of 5000 working hours or 24months from date of fitment ,whichever is earlier. The firm shall have to replace all such defective spares free of cost within 30 days of intimation of the failure, within the warrantee period, by the end user.

10)D.D.Os: Orders against this Rate Contract shall be placed as and when required by the DDOs as detailed here under:

GM (MM) BCCL, Koyla Bhavan or his authorised rep. and GM (Excv) BCCL, Koyla Bhavan or his authorised rep.

Note : Orders are to be placed strictly against approved and duly concurred indent/ Material Budget.

11)Payment terms: 100% within 30 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later.Payment shall be made by Electronic Fund transfer.

12)Paying Authority: GM (F) (Pur-Fin), BCCL, Koyla Bhavan .

13)Consignee: Depot Officer, Central Stores, Jealgora.

14)Submission of Bill: 100% Pre receipted bill along with receipted challan certificates specified in the order and authenticated copies of all other documents specified in the contract/order certificate duly pre-receipted should be submitted to the Paying Authority through the Consignee.

a)Supplier shall have to submit bills (seven copies) to the consignee along with the consignment and challan with the requisite documents specified in the order, if any.

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

14)Penalty for failure to supply in time & Price Fall: As per Appendix 1.

15)Jurisdiction: For all disputes arising out of this contract, the jurisdiction shall be in the court of Dhanbad, Jharkhand.The work under this contract will also be governed by the General Terms and Conditions stipulated by Bharat Coking Coal Limited.

16)Parallel Rate Contract: Bharat Coking Coal Limited, Dhanbad reserves the right to conclude parallel RCs with other firm(s) and also reserves the right to buy any quantity outside the contract holders in case of urgent demand arising out of any time during the contract period.

Inspection: By the user at Consignee's end.

17)Mode Of Despatch: By road on freight paid basis.

18)Price Certificate: The firm will certify on the body of all the Bills /Invoices that the prices charged are the lowest and same as applicable to all Govt. dept./Public Sector Undertaking including CIL and its subsidiaries.

19)Integrity pact : Applicable as per NIT

20)Monthly Statement of Delivery: You are requested to submit a statement in duplicate by the 5th of every month to the undersigned showing the supply order, indicating the position on the last date of previous month, in the proforma given below:

Sr. No.	Supply orders No. & Dt.	Consignee's name & address	Qty. ordered (Item & value wise)	Qty. supplied (item & Value wise	Balance to be supplied (item & value- wise)	R E M A R K
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21)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 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.

22) Security Deposit(SD) :- Exempted being registered with NSIC.

23) Inspection & Tests:- i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) If the inspections and tests are conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

24) Road Permit: If required Road Permit may be obtained from the consignee

25) Risk Purchase : In the event of failure to deliver the items within the stipulated date/period of the rate contract, or in the event of breach of any of the terms and conditions mentioned in the rate contract, BCCL has the right to procure the items from elsewhere after due notice to you at your risk and cost. In the event of failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other bills pending in BCCL and also in any other subsidiaries company /Coal India Ltd

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

N.B:- This Rate contract is issued with the concurrence of D(F), BCCL vide dairy no 2/625 dated 11.09.12 and approval of CMD, BCCL.

Two copies of order are being forwarded to you. You are advised to confirm the receipt of acceptance of the Rate contract within 15 days from failing which this contract shall be deemed to have been accepted for execution.

Encl: **1) Appendix – I**

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

(A.D.Santhish)
Chief Manager (MM)

CC:

1. GM(Excv), BCCL, Koyla Bhavan- GM (Excv) is requested to ensure that total off take against all the RCs for supply spares for EKG 4.6/5 Cum should not exceed Rs 300.00 Lakhs per Annum.
2. GM(F)MM (Pur-Fin), Koyla Bhavan, BCCL, Dhanbad-
3. Depot Officers, Central Stores, Jealgora , BCCL, Dhanbad
4. Tender Cell, MM Division, BCCL, Koyla Bhavan
5. Independent External Monitor :Mr Ashok Kumar Chakraborty, (Retired Judge), BB-69 , Sector-I, Salt Lake, Kolkata-700064 will be independent external monitor against it.
6. GM(MM), CCL/ECL/WCL/SECL/MCL/NCL

Appendix-I

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 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 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.

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.