



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: BCCL/PUR/570000/SDL Spares /RC/12-13/143

Dt.19.10.2012

M/s. EIMCO ELECON(INDIA) LTD

Anand Sojitra Road,

Vallabh Vidyanagar – 388 120 (Gujrat)

Fax No: (02692) 236506

Sub:- Our STE No- BCCL/PUR/SDL Spares/RC/12-13/19 dated 19.06.2012
Opened on 10.07.2012

Ref:- Your offer no EIM/BCCL RC/12-13/1380 dated July 06,2012 and subsequent
correspondence on the above subject last being your letter no- DHN/RC/
12-13/ 2537 dated 24.08.2012

Dear Sir,

With reference to above, we for and on behalf of BCCL hereby conclude the Rate Contract with you for supply of spare parts of SDL Machine Model 625/611 at the following price, terms and conditions & as per scope of supply at Annexure-“A”.

Annual Off-take shall be Rs 600 Lakhs (Rupees Six Hundred Lakhs) Approx.

As soon as the limit of Rs 600 Lakhs is reached, you shall intimate to GM(MM) Pur/CGM(E&M) for further action and you will not accept any further orders from any DDOs without specific clearance from GM(MM) PUR.

TERMS & CONDITIONS

1.Scope of Supply:- Details of spares with part no, Material Code , unit price, nature of items (Excisable or Non-Excisable) and the delivery period has been indicated at

Annexure A. Order will be placed on Dhanbad Depot for Supply. [Eimco Elecon (India) Ltd. , Hirak Ring Road , Kusum Vihar , Dhanbad – 826005]

2.Packing & Forwarding :- Inclusive.

3.Excise Duty & Cess:- To be paid extra as applicable at the time of supply for the items indicated at Annexure A. Present Rate is 12.36% .

4.Freight & Insurance:- Inclusive.

5.VAT:- To be paid extra @ 14% or as applicable at the time of delivery

6.Payment Terms:- 100% within 21 days of receipt and acceptance of materials by the consignee or from the date of receipt of bill whichever is later by the consignee.

7.Prices:- FOR destination and FIRM except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period/validity of RC. For order valuing Rs. 1 Lakh and more the supply will be

made at consignee's end and for orders valuing less than Rs. 1 Lakh, the materials are to be collected by consignee from your Dhanbad depot.

8.DELIVERY SCHEDULE:- Delivery period is mentioned in the scope of supply at Annexure A against each item based on lead time. However, earlier delivery will be appreciated.

NOTE: Safe arrival of materials shall be your responsibility

9.Validity of the RATE CONTRACT:- Valid up to 28.07.2013

10.Security Money:- 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 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 . **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.**

11.Inspection:- Final inspection shall be carried out at the consignee end after receipt of materials.

12.Bank Details:-

Bank: State Bank of India

Branch: Special Commercial Branch

Address: Jay Laxmi Plaza, Ganesh crossing, Anand, 388 001 (Gujrat)

Type of Account: Cash Credit

Account No: 00000010201747608

RTGS No: IFSC code SBIN 0004084

MICR No: 388002003

Branch Code:4084

13.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, for determining the tenders status i.e L-1 bidder. 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*

Invoice issued by input service provider should contain following information:

- *Serial number(Should not be hand-written).*

- *Name, address and registration no. of person providing taxable services*
- *Name and address of the person receiving taxable services*
- *Description, classification and value of taxable services provided or to be provided*
- *Service tax payable thereon.*
- 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.

14.Transit Insurance:- Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

15.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 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 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.

16.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-II, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date coming into force of such reduction or sale, shall stand correspondingly reduced.

17.Submission of Bills through Consignee:-

Pre-receipted stamped original bill for 100% value in four copy along with receipted delivery challan in original, Guarantee/Warranty certificate, and other relevant documents specified elsewhere in the order should be submitted to the Paying Authority through Consignee for onward transmission to the Paying Authority

18.Guarantee/Warranty:- The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the parts supplied under the contract/ supply order

- (a) Is new and unused.
- (b) Is in accordance with the contract specifications.
- (c) Shall have no defects arising out of design, materials or workmanship.

You will stand guarantee for the parts supplied by you to free from manufacturing/material/design defects and certify that parts are suitable for fitment on SDL supplied by you. You will further guarantee satisfactory performance of the components for a period of 9 (Nine) months from the date of supply under normal condition of operation. However, rubber items like hoses, seal kits, "O" Rings and electrical items and filter elements shall not be covered in the scope of warranty.

19.Force Majeure Clause:- If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade of 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.

20.Consignee:- As advised by the respective DDOs in the Purchase Orders placed against this Rate Contract.

21.Direct Demanding Officer(DDO):- This Rate Contract will be operated by the Direct Demanding Officer as under:-

- a) CGMs/GMs - All Areas of BCCL or their authorized representatives.
- b) CGM(MM), CGM(E&M),CGM(Excv),BCCL, Koyla Bhawan

22.Paying Authority:- Associate Finance of the respective DDOs of Areas. For orders placed by the H.Q, Paying Authority will be as indicated in the Purchase Order by the DDOs.

23.Parallel Rate Contract:- BCCL reserves its right to conclude parallel Rate Contracts with the other Firms and reserve the right to buy any quantity outside this Rate Contract in case of urgent demand, arising at any time during the period of this R/C. BCCL does not guarantee for the quantity to be purchased during the currency of this Rate Contract.

24.ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Rate Contract, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

This has got approval of BCCL Board of directors in their 289th meeting held on 01.10.2012 at Dhanbad.

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

Encl : Annexure-“A” [12 Pages]

(M.Mehta)
Asst Manager(MM)

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

Copy to:

1. All Area CGMs/GMs, BCCL.
2. CGM(E&M), Koyla Bhawan/CGM(Excv.), Koyla Bhawan. – Kindly intimate annual off take limit Area wise to the respective Areas of BCCL.
3. MM(Tech Cell), Mm Div, Koyla Bhawan.
4. All Area Materials Manager, BCCL.
5. All Area Depot Officers, BCCL.
6. All Area Finance Managers.
7. Master File/Office Copy.
8. CGM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL/CMPDIL.
9. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector-I, Salt Lake, Kolkata-700064.