



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:- BCCL/ PUR/570000/RC for Explosive Box/11-12/147

Dt:-27/10/2012

To
M/s. Shaw Industries,
Bhaga Road,
P.O. Jharia,
Dist. Dhanbad.

- Ref: i. BCCL Tender No: BCCL/PUR/570000/RC for Explosive Box/11-12/18
dated 20.05.2011 due and opened on 06.07.2011.
ii. Your offer ref: SI/TN/BCCL/E-TENDER/RC FOR EXPLOSIVE BOX/11-
12/01 dated 04.07.2011 & subsequent correspondences and your last letter dated
03/10/2012.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby conclude rate contract for a period of 02 years on you for supply of Explosive Box at the following terms and conditions. The Annual Off take of the rate contract will be Rs. 6.62 Lakh approx with duration of Rate Contract for a period of Two Years from the date of issue of R/C thus total off-take of RC for 2 years will be Rs. 13.24 Lakh approx

1.Scope of supply:-

Item	Rate
G.I.Explosive Box 18”X9” (Specification as per NIT)	Rs.405.00
	VAT @ 5% : 20.25
Unit Landed Rate	Rs 425.25

Technical specifications of Explosive Box :-

- 1) The Explosive Box shall be made of CGI Sheet of IS 277/ 03
- 2) The Explosive Box shall be made of 24 SWG Galvanised Iron Cylinder Sheet with Copper Rivets.
- 3) The Explosive Box should have secured locking arrangement with key carrying facility.
- 4) The Explosive Box will be of size 18” in height and 9 “ in diameter.(18”X9”)
- 5)Each box shall be provided with strap for carrying on shoulder and it shall be of good quality and strength as to last till the life of the box.
- 6) Workman ship should be of good quality.

TERMS & CONDITIONS:

1. VAT :- Extra as applicable at the time of supply but present rate is of VAT @ 5%
2. Payment Terms: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.
3. Prices: FIRM and FOR destination basis 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. The Firm will certify on the body of each bill that the prices charged are the lowest and same are applicable to other Govt /Public Sector Undertakings ,including CIL and its Subsidiaries.
4. DELIVERY SCHEDULE:-- within 15 days from the date of receipt of order or as specified in purchase order .

NOTE : Safe arrival of materials shall be your responsibility.

5. Security Money :- Firm being ancillary to BCCL not applicable.
6. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials.
7. Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

8. 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 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 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.

9. 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.

10. Submission of Bills- Pre –receipted stamped original bill for 100% value in triplicate along with delivery challan in original, Guarantee/ Warranty certificate , and other relevant documents etc should be submitted to the Paying Authority through Consignee only.

11. 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 21 days free of cost.

12.Packing: Consignment shall be supplied in suitable standard proper packing.

13. Force Majure 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 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.

14.DDO'S :- The Rate Contract will be operated by the Direct Demanding Officer and payment is to be made by the Concerned Associate Paying Authority of the DDO, as per the details given below.

a) All CGMs / GMs of BCCL Areas/ Projects or their authorised representative

b) CGM(MM)/ CGM(Safety), BCCL, Koyla Bhawan, Dhanbad or their authorised representative

15. Paying Authority- Associate Finance of the respective D.D.Os.

16.Monthly Statement:- To submit in duplicate a statement by the 1st week i.e7th of each month to the undersigned showing the supply position of the stores against the supply order indicating the positions as on the last date of previous month as per the proforma given below:-

Sr no	Supply order no& date	Consignee details	Ordered QTY	Qty supplied	Balance qty	Remarks

17.Parallel Rate Contract:-BCCL also reserve the right to buy any quantity outside the contract holders in case of urgent demand arising out any time during the contract period or to conclude parallel R/C with other Firms.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONGWITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT DULY CONFIRMED VIDE YOUR OFFER AND SUBSEQUENT LETTERS.

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.

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

(M.Mehta)
AM(MM)

(A.K.Choudhary)
CM(MM)

Copy to:

1. All Area GMs/GMs (including Washery Division)
2. GM IC (S&R), Koyla Bhawan
3. GM(F) MM, MM DIV, Koyla Bhawan.
4. All Area FMs (including Washery Division)
5. All Area MMs (including Washery Division)
6. MM(Tech Cell), MM Div,Koyla Bhawan.
7. Master File/Office Copy.
8. CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL .