



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)

ORIGINAL BY REGD. POST

RATE CONTRACT

Under jurisdiction of Dhanbad Court and Jharkhand
High Court only.

Ref. No. PUR/570000 /RC/Cap Lamp Bulb/12-13/**01**

Dt. 25/04/2013

To ,
 M/s Exide Industries Limited
 Oldham Division
 B.P.Agarwalla's Building
 P.O.Dhansar

FAX: 033-22479819

VENDOR CODE: 1/03/M/T/116

Sub:- Our Limited Tender enquiry no. BCCL/ Pur/570000/E&M/RC for Cap Lamp Bulb/12-13/66 Opened on 25.10.2012.

Ref: Your Offer No-DISH/AKN/229 dated 24.10.2012 subsequent communication with you on above tender with your last letter being no DHN/AKN/644 dated 01/03/2013.

Dear Sir,

With reference to above we are pleased to enter into Rate Contract with you for supply of Cap Lamp Bulb to various Areas/Units/Projects of the BCCL at the terms and conditions given below:-

1.SCOPE OF SUPPLY:-

SN	Description	Unit	Basic Rate
1	Cap Lamp Bulb Make Yagachi, Cap Lamp Bulb as per BIS 2596-2004 with latest amendment/revisions. The cap lamp bulb should be DGMS approved for use in underground mines. The bulb should be krypton gas filled and confirming to the following parameters- a) Rated Voltage: 4 Volts b) Rated Current: 1.0 Amp c) Lumen Output: 44 Lumens (minimum) and shall be maintained strictly as per table of IS 2596:2004 d) Average Life: 200 Hrs (Minimum)	31.00	
	Excise duty & Cess	NIL	
	CST @2%	0.62	
	Freight, P & F, Transit Insurance & Other Charges	NIL	
	Total Value	31.62	

2. 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.

3. Validity :- The rate contract will remain valid for a period of one year from the date of

its conclusion i.e. w.e.f. 25/04/2013 and may be extended further , if considered necessary , with mutual consent.

1. . Basis of Prices :- Firm and on F.O.R. Destination basis subject to payment of following .The prices will remain firm till the execution of all orders placed by the DDOs within the validity of the contract .

5 . Packing , Forwarding ,Freight & Insurance Charges : Nil

6 . Excise duty & Cess :- Not Applicable, if applicable will be borne by you.

7. CST : CST shall be paid extra @ 2 % against issuance of form ‘ C ‘ by consignee .

8. 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 .

9. Road Permit : Road Permit , if required , may be obtained directly from the consignee under intimation to this office.

10. Delivery Period : To commence within 20 days which shall be reckoned from 10th day of placement of order and to be supplied @ 10000 nos. per month thereafter . However , earliest delivery will be highly appreciated .

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

11. 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.

12. Supply order:- supply order against the Rate contract will be placed by ‘ Direct Demanding officers ‘ on the printed supply order form .

13. Direct Demanding Officer:- BCCL , HQ , MM Division

14. Paying authority :- General Manager(F)(MM),BCCL, Koyla Bhawan

15. 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 as per order .

(Note – All documents to be submitted shall be duly authenticated)

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

17. 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 GM(MM)(Pur) ,Koyla Bhawan, Dhanbad .

18. Guarantee /Warranty : The bulbs shall be covered by the maker's standard guarantee :

Bulbs should be new , unused and of current design , not likely to be discontinued or become obsolete till the life of the offered equipment .

The bulbs must be strictly as per the specification and free from any defect in material and workmanship . The purchaser is free to test bulbs supplied by you and you will replace whenever found not satisfactory . The life of bulbs must be minimum 200 working hours as per I.S.I.

In the event of any defect in materials , design and workmanship of material , the defective part or parts will be replaced free of cost within 30 days .

19. 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 “ .

20. 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 and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) 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 the successful tenderer fails 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.**

21. 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.

22. 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.

23. 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.

(M.Mehta)
Asst. Manager(MM)

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

Copy to :

1. All Area CGM/GMs
2. All Area Purchase Officers/Depot Officers
3. GM(F)(MM), Purchase Fin. Deptt. MM Divn. Koyla Bhawan, Dhanbad
4. CGM(E&M), Koyla Bhawan.
5. MM(TC), MM Divn. Koyla Bhawan
6. 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. 18.97 Lakh approx.]*

Areas should submit their concurred and approved indent to HQ. MM Division for placement of order against this Rate-contract .

Asst. Manager(MM)

Chief Manager (MM)