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BHARAT COKING COAL LIMITED
(A Miniratna Company)
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III, Koyla Bhawan,
Dhanbad : 826005(Fax No- 0326-2230183)

Rate Contract

By Speed post/By Regd post

Ref: PUR/570000/RC of UG Drill Bits/17-18/01

Dt. 08.04.2017

To

M/s. Rishis Vishal Metal Pvt Limited
Plot no. 51, Sector -D,
Tifra Industrial Estate,
Bilaspur, Chhatishgarh, 495223
Fax No:- 07752415051

(Firm -MSME)
V. code : 1/21/M/S/016

Sub: Rate Contract for supply of Drill Bits (Stone) for U/G use for a period of three years from the date of issue of R/C.

Ref: i) Open e-Tender No. PUR/570000/Drill Bit UG/RC/16-17/77

on line opened on 30.12.2016 .Tender id no. 2016_BCCL_55573_1 .

ii) Your offer bid id no.159540 dated 28.12.2016 and subsequent correspondences on the above subject dtd 07.03.2017 .

Dear Sir,

With reference to above, we for and on behalf of BCCL hereby conclude the Rate Contract with you for supply of Drill Bits (Stone) for U/G use for a period of three (3) years at the following price, terms and conditions:

Scope of Supply :

Sl.No.	Item Description	Unit Basic Rate (in Rs.)	Unit Landed Price(in Rs.)
1.	Rotary Drill Bits confirming to IS:8166-1988 Stone Drill Bits: 43mm Tough grade tungsten carbide tipped stone drill bits suitable for drilling holes on stone/coal as per IS:8266-1988. Technical detail as per Annexure-A , Mat code 93030310078	Basic Price Excise Duty:-@12.50% Sales Tax extra @ 2% against "C" Form Packing & forwarding charges Freight : Unit Landed Price :-	Rs. 115.00 14.37 2.59 Rs. 0.50 Rs. 3.00 Rs.135.46

Unit Landed Price:-Rs. 135.46 (Rs One hundred thirty five and paise forty six only.)

Since this is a case of rate contract ,quantity to be supplied is not fixed and will be as per requirement of direct demanding officers on as and when required basis. Order will be placed by DDOs against the concurred, approved and budget certified indents.

The estimated total off take value for three years will be Rs.90.00 (Ninety) Lakh only .You will not accept any order beyond the offtake value indicated above without written approval of GM (MM)/GM (E&M).

(Signature)

Terms and conditions:		
01	Price	Firm & F O R Destination basis and will remain firm through out the period of rate contract ,
02	Excise duty	ED will be paid extra as applicable against documentary evidence . Quoted rate indicated above. You have to submit original Buyer's copy invoice and transport copy of invoice at the time of supply to consignee for availing CENVAT credit as per detail given in the contract.
03	CST	Extra as applicable within delivery schedule. Present rate of CST is @2% against form "C". Form "C" will be obtained from the Consignee.
04	Packaging & forwarding	Extra @Rs.0.50 each(per drill bit) as indicated above
05	Freight.	Rs. 3.00 each (per drill bit) as indicated above.
06	Validity of RC	For a period of three years from the date of issue of the Rate Contract
07	Payment Term	100 % payment within 21days from the date of receipt and acceptance of materials or date of submission of bill whichever is later at the consignee end . Payment will be made through electronic fund transfer(EFT) and Electronic clearance system(ECS). Your Bank detail is as under : State Bank of India Main Branch, Bilaspur,Account no. 10826237256(cash credit) SBIN0000336.
8	Delivery schedule	Commencing within 30 days from the date of receipt of order with 2000 to 3000 drill bits and 2000 drill bits per months there after till completion of supply or as mentioned in the supply order to be placed by DDOs. Delivery schedule shall be reckoned from the 10 th day from the date of supply order and date of receipt of materials at our stores shall be treated as date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be borne by you . NOTE: Safe arrival of materials shall be your responsibility.
9	Guarantee/ Warranty	The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. If it becomes necessary for the supplier to replace on or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to BCCL on FOR destination basis.
10	<p>Price Fall clause:</p> <p>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.</p> <p>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.</p>	

11	<p>Penalty for failure in 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:</p> <p>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 .</p> <p>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</p> <p>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</p> <p>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.</p> <p>e) To encash any Bank guarantee which is available for recovery of the penalty or</p> <p>f) To forfeit the security deposit full or in part.</p> <p>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 to BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.</p>	
12	Consignee	Depot officer of Central stores Ekra / Regional stores of BCCL as mentioned in the supply order by respective DDOs.
13	Transportation of Goods	You should transport/deliver the contracted material though registered common carriers only as per the provision of the carriage by Road Act-2007.
14	DDO(Direct demanding officer)	In addition to GM (MM) BCCL Hq , the following Officers are authorized to place orders against this contract and they must endorse copies of such orders to the office of GM (MM) i. GM of all Areas of BCCL ii Area Manager (MM) , of all Areas of BCCL
15	Paying Authority	Associated finance of respective DDOs.
16	Inspection	Final inspection at consignee end by their authorised representative .
17	<p>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:</p> <p>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</p>	

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	<p>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.</p> <p>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 exists.</p> <p>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. BCCL reserves the right to short close the rate contract any time.</p>	
18	Security Deposit	Exempted as registered with NSIC. However you are required to submit valid NSIC certificate with each supply otherwise you have to deposit security money @ of 10% of the ordered value.
19	Brand name & marking	your manufacturing identification/Trade mark of "RV" should be embossed/engraved on non wearable and visible place of the materials
20	Issue of Road Permit	Road Permit if required may be obtained directly from the Consignee under intimation to this office.
21	<p>Inspection and Test clause:</p> <p>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. ii)The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</p> <p>iii)If the inspections and tests is 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.</p> <p>iv)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.</p> <p>v)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.</p> <p>vi)Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p>	
22	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. BCCL reserves the right to short close this Rate Contract at any time.
23	Monthly Report	A monthly report with details of supply may be submitted to this office
24	<p>Submission of Bills:</p> <p>a)Supplier shall have to submit (100% value of bill duly stamped & pre-receipted) bills (six copies) to the consignee along with the consignment and challan with the requisite documents, if any.</p> <p>b) The consignee shall then send SR notes , challan, Inspection note ,warrantee/guarantee certificate and five copies of bills (including the original) and any other requisite documents to the paying authority as specified in the order.</p> <p>c) The following additional information should be incorporated in your invoice as per Central Excise Duty Act in respect of both the supplier and consignee so that BCCL may avail CEVAT credit under Central Excise rule.</p> <p>i)General:</p>	

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Serial No. of Invoice		
Description of the goods		
Classification of the goods		
Time and date of removal		
Mode of Transport and vehicle registration		
Rate of duty		
Quantity and value of goods and Duty payable thereon		
ii) Statutory particulars in respect of both the supplier and Consignee .		
	Supplier(Consignor)	Consignee:
	Name &Address	
	TIN no.	
	JST no.	
	CST no.	
	Circle/Subcircle-	
	Cen Ex. Duty Regd no.	
	Range code-	
	Division code-	
	Commissionerate -	
25	A Price certificate as stated 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".	

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

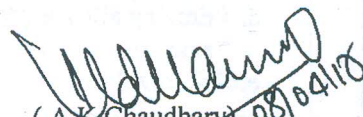
ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NOTICE INVITING TENDER AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS

N.B:- This issues with the concurrence and approval of Competent authority. This contract is concluded with the issuance of this Rate contract. You are requested to kindly acknowledge receipt and acceptance of the RC within 15 days from date of issue of order. In case no reply is received, it will be presumed that the RC has been accepted by you for execution.

Encl: Annexure-A


(A K Sinha)
Sr Manager(MM)

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


(A K Chaudhary)
GM(MM)Pur

Copy to:

1. Depot Officer, Ekra Central Store. & All Regional stores BCCL
2. GM(F)MM, Purchase Finance Department, Koyla Bhawan & AFMs of all areas BCCL.
3. GM(E&M)I/C, Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. IEM :Shri Naresh Chaturvedi, IAS (Retd), CL-14, Sector-II, Salt Lake, Kolkata- 700091,
7. CGM(MM)/GM(MM), CCL,NCL/WCL/SECL/MCL/ECL/CMPDIL.

Annexure-A**TECHNICAL SPECIFICATIONS of DRILL BITS (STONE) to use in underground mining**

The rotary drill bit shall be required for use in underground coal mines for drilling holes in coal/stone, having following technical specification:

1. Make of Bit	"RV"
2. Conformity to IS 8166-1988 with latest amendment for bit	
3. Type of bit	A
4. Nominal diameter	43MM
5. Outing diameter	43MM+0.76 MM(no negative tolerance is allowed)
6. Tip grade	11
7. Tip width	16MM
8. Tip height	24 MM
9. Tip thickness	3 MM(Min)
10. Tip chamfer	4 MM
11. Tenon diameter	22 MM
12. Core width	22 MM
13. Body width	40 MM
14. Body length	56 MM
15. Overall length	95.3 MM
16. Cap height	30 MM(Min)
17. Material construction :- a. Shank & Body :- high tensile steel b. Tip :- Tungsten carbide H grade	55% carbon(min)
18. Hardness	210 HV(min)for bit body
19. General requirement a. Bit body shall allow an unrestricted flow of cutting away from the bit. b. Attachment to rod shall be streamlined c. Tip shall be firmly brazed to the body of the bit d. Brazing alloy as per IS-2927-1975 with latest amendment (Table-IV) e. Nominal rake angle -----	-+3 Degree
20. Identification marking on each bit a. Manufacturer's name/trade make b. Letter H for hardness type c. Nominal size	Rishi Vishal Metals Pvt ltd H 43 MM
21. Tips (conforming to IS : 4005,latest) a. Hardness b. Composition c. Predominating grain size d. Free from porosity , Eta Phase ,pitting	1450 to 1550 HV 7% to 8 % cobalt 1 to 3 /um

SM (MM)

GM(MM)PUR

Format for vigilance Report & purchase order/Rate contract uploading

ORDER NO- RC - 1

1	Tender no.	77
2	Mode of tender enquiry	open domestic for Conchura of RC for supply of
3	Date of publication of Tender.	7/12/16
4	Type of bidding(Single/ two bid)	Two
5	Last date of receipt of tender.	28/12/16
6	Tech.Bid Opening Date	30/12/16
7	No. of valid tender received.	4
8	No and names of Tenderers qualified after tech. evaluation.	M/s Rishis Vishal Metal Private Ltd (L1)
9	No and names of Tenderers not qualified after tech. evaluation.	In present case only L1 bidder submitted Techs Comorally first.
10	Budget Head Code	
11	File Organising Authority (In Capital case)	
12	Unit Code (In Capital case)	
13	Indent Administrative Approval date	
14	TCR/Prposal approval Date	31/3/17
15	Price Bid Opening Date	7/12/16 (at the time of bid opening)
16	Total landed Value(in Rs)	Total of order for three years Rs. 90.00 lakh.
17	Whether contract awarded to	lowest Bidder.
18	Whether Integrity pact is applicable ?	No
19	Indent registration No.	
20	Indent registration Date	
21	Supplier Type(mark ✓)	1.OEM/OM ✓ 2.PSU 3. OES/OPM/OPS 4.ANCILLARY 5. Other

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Date:

Signature of Dealing Officer