

<p>भारत कोकिंग कोल लिमिटेड ( A Subsidiary of Coal India Limited ) A Mini Ratna Company सामग्री प्रबंधन विभाग पंजीकृत कार्यालय: कोयला भवन , कोयला नगर धनबाद-826005, CIN :U10101JH1972GOI000918 कमर्शियल ब्लॉक L-III , कोयला भवन , कोयला नगर धनबाद-826005 (फैक्स- 0326-2230183) ईमेल:gmmm@bcclweb.in,वेबसाइट:www.bcclweb.in</p>		<p>BHARAT COKING COAL LIMITED ( A Subsidiary of Coal India Limited ) A Mini Ratna Company Regt. Off: Koyla Bhawan,Koyla Nagar ,Dhanbad CIN:U10101JH1972GOI000918 Materials Management Department Commercial Block L-III , Koyla Bhawan Koyla NagarDhanban-826005 (Fax No- 0326-2230183) Email.Id: gmmm@bcclweb.in Website: www.bcclweb.in</p>
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**Rate Contract****By Regt. Post**

Ref. No. BCCL/PUR/RC/18-19/Rubber Spares/OTE/01

Date: 07.05.2018

To

✓ **M/s Diamond Cell Cover India**

Vendor Code: 1/22/M/S/015

Manaitand , Near Bank Colony ,

PAN-AKXPB4861B

Dhanbad ( JHARKHAND ) Phone No.09431720540(M)

GSTIN:20AKXPB4861B2ZG

**Sub:-Conclusion of Rate Contract for supply of Rubber spares of different Pump model for Roto Pump and Risansi make pumps for one Year**

Ref: 1. Tender No. : BCCL/Pur/RC/Rubber Spares/17-18/OTE/71 dated 04.01.18 Opened on 06.02.18

2. Your online Bid no. 268031 dtd 27.01.18 against tender ID: 2018\_BCCL\_90353\_1

Dear Sir,

We are pleased to enter into Rate contract with you for supply of Rubber spares of different Pump model for Roto Pump and Risansi make pumps as indicated at Annexure "A" on the rate , terms & conditions stipulated below:-

- 1. 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.
- 2. Validity:-** The rate contract will remain valid for 01(One) year from the date of issue of this contract.
- 3. Unit Rate, Item Description & Specification:** As per Annexure-"A".
- 4. Basis of Prices:-** Firm and on F. O. R. Destination basis
- 5. Packing & Forwarding :** Nil .
- 6. Freight & Insurance Charges :** Nil .
- 7. GST:**
  - (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present GST rate is 28 % [14% CGST+ 14% SGST].
  - (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
  - (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
  - (d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from you.
  - (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
  - (f) E-Way bill, if required, shall be arranged by you.




(g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	Rubber Pump Spares	8413	28 % [14% CGST+14% SGST].

(h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Diamond Cell Cover India
2	Constitution of Business	Individual
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AKXPB4861B
5	Contact number	09431720540
6	Provisional/Permanent ID provided under GST	20AKXPB4861B2ZG

**8. Mode of Dispatch:** 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 :** Not required .

**10. Delivery Period :** Within 45-60 days from the 10<sup>th</sup> date of receipt of supply order .However, earlier delivery will be highly appreciated.

The delivery schedule will be counted from the 10th day from the date of order. The date of receipt of materials at our stores shall be treated as the date of delivery.

*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 Officer (D.D.O.) against their dully concurred & approved indents as when required basis.

**13. Direct Demanding Officer:-** In addition to this office , the following Officers are authorized to place orders against this contract and they must Endorse copies of such orders to this office

- CGM/GM of all Areas of BCCL or their authorized representative
- Area Manager ( MM ) , of all Areas of BCCL

**14. Paying authority: -** HOD(F)(MM),BCCL,Koyla Bhawan /Area Finance Managers of respective Areas /Projects.



**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 )

PARTICULARS OF BANK ACCOUNT:	
A. BANK NAME:	Bank Of India
B. BRANCH NAME: (Including RTGS Code)	Manaitand Branch, RTGS Code: BKID0004709
C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826013013
D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
E. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	470920100000083

**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 7<sup>th</sup> of each month to the office of the GM(MM),Koyla Bhawan, Dhanbad .

**18. Guarantee /Warranty:** The item will be covered by guarantee / warranty against any manufacturing defects / workmanship for a period of 6 months from the date of its fitment or 9 months from the date of receipt and acceptance, whichever is earlier. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost .

**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 total value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format) issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:



Name of Bank State Bank of India  
Branch name Main Branch Dhanbad  
A/C no. 35160317947  
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank  
Branch name ICICI Bank, Dhanbad  
A/C no. 019605001057  
IFSC Code ICIC0000196

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.

**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 on 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

©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 remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender (NIT) and as confirmed in your techno-commercially acceptable offer and company 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,

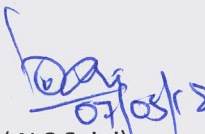
For & on behalf of Bharat Coking Coal Ltd.

Encl. : 1. Annexure "A" (Unit Rates & Technical parameters etc.)

2. Appendix -I (Security Deposit BG format)

  
(Alok Kumar)

Deputy Manager (MM)

  
( N S Saini)

General Manager (MM)

( This has got the concurrence and approval of competent authority )

[ Annual off-take will be Rs. 08.00 Lakh approx. ]

Copy to :

1. All Area CGM/GMs /Project Officers, BCCL
2. All Area Purchase Officers/Depot Officers, BCCL
3. All Area Finance Officers, BCCL
4. HOD(F)MM, Koyla Bhawan, Dhanbad
5. GM(E&M)I/C, Koyla Bhawan.
6. Technical Cell, MM Divn. Koyla Bhawan
7. GM(MM), CCL, ECL, SECL, NCL, WCL, MCL/CIL
8. Prof (Dr) L.C. Singhi, IAS (Retd) Add: L-31 Third Floor Kailash Colony, New Delhi-110048
9. Shri Pramod Deepak Sudhakar, IAS (Retd.) ,Add: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida-201301



**ANNEXURE - " A "**

<b>SCOPE FOR SUPPLY &amp; UNIT RATES</b>				
<b>S/N</b>	<b>Description</b>	<b>Material</b>	<b>Pt. No.</b>	<b>Unit Basic Rate ( Rs. )</b>
<b>1</b>	For-R-6 / D-6 & R-6 / D-6-D pumps.			
	Rubber Stator for double stage	Natural Rubber	621	511.00
<b>2</b>	For R-10 / D-6 & R-10-D Pump			
	Stator Double stage R-10 / R-1-D / D-10-D Pump.	Natural Rubber	721	1448.00
<b>3</b>	For R-12 / D-12 Pump			
	Stator single stage	Natural Rubber	820	648.00
<b>4</b>	For-RM-60 pumps.			
	Bonded stator for single stage	MS & Natural Rubber	6021	1752.00
<b>5</b>	For RM-70 pumps.			
	Bonded stator single stage	MS & Natural Rubber	7021	2098.00
<b>6</b>	For PM-70/PM70M pumps.			
	Bonded Rubber Stator		7021	2098.00

Note:-Operation of subject RC is restricted to maximum limit of Rs. 08.00 Lakh . As soon as the limit is reached, you shall intimate to GM(MM)/GM(E&M)/I/C for further action and you will not accept any further order from any DDOs without specific clearance from GM(MM).

*ABM*

*oor*

## APPENDIX - I

### FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.  
Koyla Bhawan  
Koyla Nagar  
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. .... dated ..... made between M/s ..... a Company having its office at ..... (hereinafter called the supplier in connection with supply of ..... hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. .... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ..... Bank Limited ( hereinafter referred to as the said Bank having its office at ..... do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. .... (Rupees : ..... ) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the ..... (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....

We, the ..... (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to ..... Unless demand or claim under this Guarantee is made on us in writing on or before ..... we shall be discharged of all liabilities under this Guarantee thereafter.

We, the ..... (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of ..... or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand. We, the ..... (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. .... Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[ In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :  
Name of the Branch :  
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under " Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank     State Bank of India  
Branch name     Main Branch Dhanbad  
A/C no.            35160317947  
IFSC Code        SBIN0000066

OR

Name of Bank     ICICI Bank  
Branch name     ICICI Bank, Dhanbad  
A/C no.            019605001057  
IFSC Code        ICIC0000196

Dated .....day of .....                      Signature of the authorized person  
For ..... Bank                      For and on behalf of the Bank

Emp. Code.