

**Bharat Coking Coal Limited**

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post: BCCL Township,
DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

Phone No. 0326-2230181 Fax No. 0326-2230183

CIN no. U10101JH1972GOI000918

(UNDER JURISDICTION OF DHANBAD/JHARKHAND COURT ONLY)

RATE CONTRACT NO. BCCL/PUR/540000/ LUBRICANTS/RC/17-18/39/03

Dt.16.06.2018

To

BY REGD.POST / SPEED POST**M/s. Indian Oil Corporation Limited**
Marketing Division
Indian Oil Bhavan
Luby Circular Road
Dhanbad-826001

(vender code: 1/13/M/P/003)

GSTIN No-20AAACI1681G3Z1

PAN no- AAACI1681G

Sub: Rate Contract for supply of Lubricants

Ref. i) your online offer against Our Tender No- BCCL/PUR/540000/ LUBRICANTS/RC/17-18/39 dated 06.10.2017 opened on 06.11.2017 (online)

Dear Sirs,

With reference to above, we for and on behalf of BCCL hereby conclude the Rate Contract with you for supply of the following grades of lubricants to all Areas/Projects of BCCL as per specifications, rates applicable for the supplies made during the respective periods and at the terms and conditions detailed hereunder:

NIT item S.No.	IOC Brand Name or equivalent Grade	Material code	HSN code	UM	Quoted L1 unit basic price in Rs.(applicable for Nov-17 to Jan'18)	% share of total approved offtake quantity
1	SERVO PRIMIUM 20W40	92030470019	2710	Lit.	67	100
4	SERVO PRIDE XL 15W40	92030820077	2710	"	77	100
10	SERVO ULTRA 30	92030220024	2710	"	68	100
14	SERVO HYDREX 100	92030890038	2710	"	68	100

Offtake: The total estimated off-take for NIT item sl no 1,4,10 & 14 for the **subject Rate contract** during the validity of RC shall be Rs 629.21 Lakhs. As soon as the limit of Rs 629.21 lakhs is reached, you must intimate the office of GM (MM), BCCL and you shall not accept any order from DDOs without specific clearance from the office of GM (MM), BCCL.**Terms and conditions:**

- 01. Rate Contract:** This is a Rate Contract for supply of various grades of lubricants to all Areas/Projects of BCCL. The quantity to be supplied during the currency of this Rate Contract is not fixed and shall be on as and when required basis as confirmed by the DDOs from time to time.
- 02. Validity of the Rate Contract:-** The Rate Contract shall be valid for a period of 02(Two) years with effect from dtd 16.06.2018.

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03. **Basis of Price:** FOR destination. The above prices shall be variable, throughout the currency of the Rate Contract as per Price Variation Clause detailed at Clause 04.
04. **Price variation clause:** Prices offered against this Rate Contract shall be variable for all items except for Brake Fluid. The price variation shall be based on the base oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 as per prices circulated by M/s. Indian Oil Corporation and without a ceiling limit. The basic prices of finished product offered/agreed against this Rate contract are to be based on the quarterly average of the Base oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 as per the prices circulated by M/s. IOC ruling in the quarter prior to the month of tender opening.
- The RC prices shall be revised (escalation/reduction) on quarterly basis, which will be worked on the basis of the quarterly average of the Base Oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 both Ex-Kolkata as per price circulated by M/s. IOC ruling in the quarter prior to the month of price revision. The price variation is worked out based on the following formula:

$$P1 = Pq + (BO1 - (BOq))$$

Where

P1 = Price of finished product applicable for the quarter in Rs / Ltr./Kg

Pq = Price of finished product as offered/agreed in this tender in Rs/Ltr based on the quarterly average on the Base Oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 as per prices circulated by M/s. IOC ruling the quarter prior to month of tender opening.

BO1 = The quarterly average of the combined Base Oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 Rs./Ltr. Ex-Kolkata as per prices circulated by M/s. IOC ruling in the quarter prior to the month of price revision.

BOq = The quarterly average of the combined Base Oil prices of SN 500 or IOC N 100 & BS 150 or IOC N 460 Rs./Ltr. Ex-Kolkata as per prices circulated by M/s. IOC ruling in the quarter prior to month of tender opening.

Base oil prices for drums will be taken as reference. Base Oil prices for the Price Variation Formula will be average per litre price of the quarter will be applicable i.e. if tender is submitted in the month of September, average Base Oil price in drum of June/July/August will be taken as reference. If tender is finalized in December, the price from December to February will be difference in average per litre price of June-august & September-November as per the level will be applicable.

BO1 item-wise will be arrived as under:

% of base oil constituent SN500 or IOC N 100 in the specific item X (multiplied by) quarterly average of the Base Oil Prices of SN 500 or IOC N 100 as per prices circulated by M/s. IOC ruling in the quarter prior to the month of price revision + (plus) % of base oil constituent BS 150 or IOC N 460 in that specific item X (multiplied by) quarterly average of Base Oil price of BS 150 as per prices circulated by M/s. IOC ruling in the quarter prior to the month of price revision.

BOq item-wise will be arrived as under:

% of base oil constituent SN500 or IOC N 100 in the specific item X (multiplied by) quarterly average of the Base Oil Prices of SN500 or IOC N 100 as per prices circulated by M/s. IOC ruling in the quarter prior to the month of tender opening + (plus) % of base oil constituent BS 150 or IOC N 460 in that specific item X (multiplied by) quarterly average of Base Oil price of BS 150 or IOC N 460 as per prices circulated by M/s. IOC ruling in the quarter prior to the month of tender opening.

The prices of Base Oil SN 500 or IOC N 100 & BS 150 or IOC N 460 as circulated by M/s. IOC shall be on Ex-Kolkata basis per Litre in "Drum". IOC shall furnish such price circular monthly/quarterly basis well in advance before commencement of the quarter of revision

05. **GST:**

- GST shall be paid extra as legally applicable at the time of supply. Present rate as informed by you is indicated in Annexure A
- 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.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.

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- d. If BCCL is not able to avail input tax credit due to your fault, then the amount of loss shall be recovered from you.
- e. GST registration no of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note the above mentioned IDs are provisional IDs and when GST authority will issue final registration certificate, the same shall be indicated, your bill (cenvatable) should bear this number to enable BCCL to claim input tax credit.
06. **SUBMISSION OF BILL:** Bill as per GST Act/rules along with, delivery challan in original, Guarantee/Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only. The details of your bank account shall be mentioned in your Bill to facilitate e-payment
07. **Packing, Forwarding, Freight & Insurance charges:** Inclusive
08. **Packing:** The supply shall have to be made in new non-returnable drums of capacity 210 litres for lubricants and of capacity 180 kgs for greases and open gear compounds, each drum specifically marked with name, quantity of its contents, date of manufacture and batch no for barrel identification. The consignment should be securely packed as per standard trade practices/ISS to withstand the rigorous of transport to prevent any loss/damages or pilferages in transit. The packing should conform the requirements of the carriers till the consignments reach the destination. Each Drum should carry an embossment/engraving/print or order placing Area/Project's name and also the grade of content, batch no., year/date of manufacture, net weight and maker's name
09. **PAYMENT TERM:** 100 % payment within 21 days 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).
10. **PERFORMANCE BANK GUARANTEE(PBG):** Not applicable
11. **SECURITY DEPOSIT:** Exempted being PSU.
12. **Delivery:** Delivery shall be governed as per supply order to be placed by Direct Demanding Officer (DDO) as and when required basis but not later than 30 days from the date of issue of supply order.
13. **Direct Demanding Officers (DDO):** Orders against this Rate Contract shall be placed as and when required by the DDOs as detailed here under:
a) GMs – All Areas/Projects of BCCL, GM, Washery Division, BCCL, Saraidhela
b) GM (MM), GM (Excvn), GM (E&M), GM (Admn), GM (Workshop/CHP), Koyla Bhawan.
14. **Consignee:**
a. DEPOT OFFICER, CENTRAL STORES, EKRA, DIST. DHANBAD, JHARKHAND
b. Depot Officer, any other Regional Stores of BCCL located in and around maximum 45 Km from Dhanbad. As advised by the respective DDOs in the Purchase Orders placed against this Rate Contract.
15. **Paying Authority:** Associate Finance of the respective DDOs of Areas/Projects. For orders placed by the H.Q Paying Authority to be as given in the Purchase Order.
16. **GUARANTEE/ WARRANTY:** The tenderer shall be fully responsible for manufacturers' warranty in respect of quality of product. Tenderer have to submit a certificate that their product are exactly as per NIT requirement and if the product is found to be inferior quality the tenderer shall replace the entire product supplied and also bear any loss incurred by way of using the product in our machine. The firm/supplier shall be fully responsible for supply of quality products and the lubricants should meet the stringent test requirements of IS specifications. The firm shall ensure that the lubricants delivered to the projects are exactly as per the specifications/grades mentioned in the NIT, have correct properties as per relevant BIS & International Standards and are suitable for the purpose for which the lubricants are recommended by the Original Equipment Manufacturers. The firm shall have to replace such stores which may require replacement under the above warranty, free of cost. Warranty replacement should be completed within a reasonable period max. Within one month from date of claim for indigenous

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goods and within three months from date of claim for imported goods at no cost to BCCL up to end user.

17. **PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE):** 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.
18. **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.
19. **INSPECTION:** Final inspection at consignee end after receipt of materials
20. **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: 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 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. b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a

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- 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 exist. 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
21. **PRICE CERTIFICATES:** Price certificate shall be provided on the body of the bill /invoice as "Prices charged are lowest and same as charged/chargeable to all other Govt. Deptt. /PSUs including CIL and its subsidiaries."
 22. **TRANSIT INSURANCE:** Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk
 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. **ISSUE OF E WAY BILL:** The supplier shall generate E-Waybill, wherever required.
 25. **JURISDICTION:** All disputes are subject to Dhanbad Court and Jharkhand High Court only.
 26. **SHORT CLOSURE:** BCCL reserves the right to short close this Rate Contract at any time.
 27. **AFTER SALES SERVICE:** Prompt after sales service shall have to be provided by the firm as and when required by the consuming unit.
 28. **TESTING FACILITIES AND CONDITION MONITORING:** The firm should have adequate testing facilities of the lubricants at a place near to the collieries of BCCL for periodically testing and monitoring the condition of the lubricants. The firm should jointly conduct condition based monitoring program in actual application for establishment of oil drain frequency for identical equipments. It is also desirable that the firm should organize periodic information sharing program / training program for the end users and other officials on newer developments in the field of lubrication.
 29. **MONTHLY STATEMENT OF DELIVERY:** You are requested to submit a statement in duplicate by the 7th day of every month to this office showing the supply order and its position as on the last day of the previous month, in the format given below:

Sl.	Order Ref.	Consignee	Order Qty. & Value	Qty. Supplied & Value	Balance Qty.&Value	Remark
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ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY


This contract is concluded with the issuance of this RC. 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.

All other terms and conditions shall be applicable as per NIT.

This issues with approval of BCCL Board of Directors in their 343rd meeting held on 26.05.2018.

Yours faithfully,
For and on behalf of
Bharat Coking Coal Limited


(Sonu Gupta)
Dy.Mgr. (MM)


(N.S. Saini)
GM (MM)

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Copy Distribution:

1. GM (Exevn.), GM (E&M), GM (Admn.), GM (Exev.) Work-shop&CHP
2. GM, All Areas/Projects of BCCL, GM, Washery Division, BCCL,
3. HOD (F) (MM), HOD(Pay), BCCL, Koyla Bhawan
4. AFM, Washery Division, BCCL
5. Area Manager (Materials), All Area/Projects of BCCL, Depot Officer, All Washeries of BCCL,
6. Area Manager (Finance), All Area/Projects of BCCL, E/WZ, WWZ, & All Washeries of BCCL,
7. GM (MM) -ECL, CCL, NCL, SECL, MCL, CMPDII.
8. IEM: Prof (Dr) L.C. Singhi, IAS (Retd) Address: L-31 Third Floor Kailash Colony, New Delhi-110048,
9. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)-201 301.
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