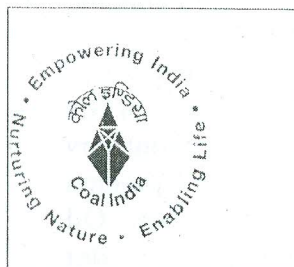


mm Tech cell



(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

Koyla Bhawan, Koyla Nagar, Post- B.C.C.L. Township,

DHANBAD-826005 (Jharkhand)

OFFICE OF THE GENERAL MANAGER (MM)

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

Ref: Pur/540000/Lubricants/RC/13-14/ 08

Dt.01.10.2013

By Regd. Post

To

M/S Shivai Petroleums

B-108 , Shiv Vihar Society, Rohtak Road

New Delhi-110087

(Fax No: 01145645337)

(Shivai_petroleums@yahoo.com)

Sub: Rate Contract for supply of Lubricants for E&M, HEMM & Ancillary Equipments use in BCCL

Ref: i) Tender No. Pur/540000/Lubricants/RC/2013-2014/09 , off line opened on dt 27.05.2013 & on line on dtd 28.05.2013 .

ii) Your offer No. SP/117/2013-14 dtd 20.05.2013

iii) Your related correspondences, the last being letter/e-mail no. Nil dtd 19.08.2013

Dear Sir,

With reference to above, we are pleased to enter into a Rate Contract with you for the 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 Sr/no.	Grades of Lubricant or its equivalent	UM	Unit Basic Price in Rs. (Applicable for May'13 – July'13)
26	SERVO GREASE WB/Booster Sodium grease (For 20% of total off-take)	Kg	88.48

Note : For item no. 26 , For 20% of total off take /requirement only and balance 80% requirement will be met by M/s Bharat Petroleum Corporation Limited parallel RC holder)

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. But delivery must be completed within 8 weeks from the date of order against R/C.

02. **Validity of the RateContract:-** The Rate Contract shall be valid for a period of 02(Two) years with effect from dtd 1.10.2013 .

@ *[Signature]*

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 (except Servo Brake Fluid Super HD) . The price variation shall be based on the base oil prices of SN 500 and BS 150 as per prices circulated by M/s. Indian Oil Corporation and without any ceiling limit except for Servo Brake Fluid Super HD .The basic prices of finished product offer/agreed against this Rate contract are based on the quarterly average of the Base Oil Prices of SN 500 and BS 150 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 (letters will be issued subsequently for each quarter by MM Department, BCCL Hqrs.), which will be worked out on the basis of the quarterly average of the Base Oil prices of SN 500 and BS 150 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:

$$P_1 = P_q + (BO_1 - (BO_q))$$

Where

P_1 = Price of finished product applicable for the quarter in Rs / Ltr./Kg

P_q = 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 and BS 150 as per prices circulated by M/s. IOC ruling the quarter prior to month of tender opening.

BO_1 = The quarterly average of the combined Base Oil prices of SN 500 and BS 150 Rs./Ltr. Ex-Haldia as per prices circulated by M/s. IOC ruling in the quarter prior to the month of price revision.

BO_q = The quarterly average of the combined Base Oil prices of SN 500 and BS 150 Rs/Ltr. Ex-Haldia 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.

BO_1 item-wise will be arrived as under:

% of base oil constituent SN500 in the specific item X (multiplied by) quarterly average of the Base Oil Prices of SN 500 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 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.

BO_q item-wise will be arrived as under:

% of base oil constituent SN500 in the specific item X (multiplied by) quarterly average of the Base Oil Prices of SN 500 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 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 tender opening.

The prices of Base Oil SN 500 and BS 150 as circulated by M/s. IOC shall be on ex-Haldia basis per litre in "Drum".

05. **Excise Duty including Education Cess:** Payable extra as legally leviable at the time of supply against documents required as per Excise Rule/Circular. Current applicable rates of

2 William

E.D., Ed. Cess & SHE are 14.42%. you are required to submit Excise invoice as per prevalent Excise rules. You will have to submit a certificate from your auditor that if any refund/credit is obtained against the order placed based on the RC the same shall be passed on to BCCL.

06. **CST:** CST will be paid extra as applicable at the time of supply against CST Form. Present rate is 2%.

Note : Statutory variation: In case of any increase in rate of Excise duty /CST etc within delivery period mentioned hereunder ,same shall be applicable against documentary proof .Any increase in statutory duty ED /CST etc beyond the delivery period specified here under shall not be admissible. However benefits of any reduction in statutory duty should be passed on to BCCL in all cases.

07. **Packing, Forwarding, Freight & Insurance charges:** Inclusive

08. **Price certificate:** You shall have to certify on the body of bill that the price charged by you are not higher than what is applicable to DGS&D, PSUs, other Govt. Organisations including CIL and its Subsidiaries?

09. **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.

10. **Payment term:** 100% payment will be made within 21 (Twenty one) days of receipt and acceptance of material at destination or submission of bills complete in all respects ,whichever is later. Payment shall be made through Electronic Fund Transfer. You are requested to confirm your Bank Account details for EFT payment to the paying authority/on the body of each bill.

11. **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, CGM, Washery Division, BCCL, Saraidhela
- b) GM (MM), GM (Excvn), CGM (E&M), GM (Admn), GM (Workshop/CHP), Koyla Bhawan.

12. **Consignee:** As confirmed by the respective DDOs in the Purchase Orders placed against this Rate Contract.

13. **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.

14. **Security Deposit:** Exempted being NSIC registered.

15. **Submission of Bill:**

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.

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.

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.

i) **General:**

- Serial No. of Invoice
- Description of the goods
- Classification of the goods
- Time and date of removal
- Mode of Transport and vehicle registration

@

William

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	
TINno.	
JST no.	
CST no.	
Circle/Subcircle-	
Service tax regd no.	
Cen Ex. Duty Regd no.	
Range code-	
Division code-	
Commissionerate -	

16. Inspection & Test:

- 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. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) If the inspections and tests are 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.
- iii) 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.
- iv) The materials will be inspected on arrival at site by the authorized representative of consignee, which will be considered as final.
- v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

17. Packing:

- i) Supply should be made in new non-returnable steel barrels of capacity 210 liters in case of Oils and 180 / 182 Kgs in case of Greases. The consignment should be securely packed as per standard trade practices/ISS to withstand the rigours of transport to prevent any loss/damages or pilferages in transit. The packing should conform to the requirements of the carriers till the consignments reach the destination.
- ii) 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

18. Liquidated Damages Clause : Delay in execution of order would entail imposition of Liquidated Damages as below:

In case of failure to deliver the materials as per delivery period, BCCL reserves the right to any or all the following:

- 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

@

William

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.

19. 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.

20. Parallel Rate Contract: BCCL reserves the right to conclude the Rate Contract with other firms and also reserves the right to purchase any item quantity from out side this Rate Contract in case of urgent demand arising out at time during the period of this Rate Contract. BCCL does not guarantee you for the quantity to be purchased during currency of this Rate Contract.

21. Stock: You will keep sufficient stock of the stores to meet the as and when required by the DDO's without any interruption. However, the quantity to be supplied during tenure the Rate Contract is not fixed and will be on as and when required basis. It should be noted that the purchaser shall not be responsible to take over any quantity left over with the supplier after termination of the Rate Contract.

22. Warranty/Guarantee: The firm shall be fully responsible for supply of quality products and the lubricants should meet the stringent test requirements of IS Specification. The firm shall ensure that the lubricants delivered to the Area/Projects are exactly as per the specifications/grades mentioned in the Rate Contract, have correct properties as per relevant BIS and 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.

@

William

23. **Monthly Statement of Delivery:** You are requested to submit a statement in duplicate by the 5th 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
-----	------------	-----------	--------------------	-----------------------	----------------------	--------

24. **After Sales Service:** You shall provide after sales service promptly as and when required by BCCL.

Testing Facilities and condition Monitoring : You should have adequate testing facility of the lubricants at place near to the collieries of BCCL for periodically testing and monitoring the condition of the lubricants. You should jointly conduct condition based monitoring program in actual application for establishment of oil drain frequency identical equipment.


It is also desirable that you should organise periodic information sharing programme /training program for the end users and other officials on newer developments in the field of lubrication.

25. **Short Closure:** BCCL reserves the right to short close this Rate Contract at any time.


26. This Rate Contract is subject to the other terms and conditions of the NIT and BCCL's General Terms and Conditions of supply of stores unless otherwise specified herein.

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 approval of the BCCL Board of Directors in the 300th meeting held on 21.09.2013 which has been communicated by Company Secretary vide office order no. BCCL:CS:F-1(A):714 dtd 01.10.2013. 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


(A K Sinha)
SM(MM)

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


(AK Choudhary)
GM(MM)Pur

Copy Distribution:

1. GM(Excvn.), CGM(E&M), GM(Admn.), GM(Excvn.) Work-shop&CHP
2. GM, All Areas/Projects of BCCL, CGM, Washery Division, BCCL.
3. GM(F)(PUR), CM(Pay), BCCL, Koyla Bhawan
4. Company Secretary, BCCL For kind information to the Board of Directors.
5. CM(F), Washery Division, BCCL , *mm Telu cell kaye show on*
6. Area Manager(Materials), All Area/Projects of BCCL, Depot Officer, All Washeries of BCCL
7. Area Manager(Finance), All Area/Projects of BCCL, EWZ, WWZ, & All Washeries of BCCL
8. GM(MM) -ECL, CCL, NCL, SECL, MCL, CMPDIL
9. IEM: Justice Ashok Kumar Chakraborty (Retired) ,BB-69 Sector I, Salt Lake, Kolkata-700064,
10. Office Copy/.Master Copy.


SM (MM) 11/10/13


GM (MM) Pu