



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company
(A Subsidiary of Coal India Limited)
Regt. Off: Koyla Bhawan, Koyla Nagar
Dhanbad-826005
CIN : U10101JH1972GOI000918

Office of the General Manager
Materials Management Department
Level III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bccl.gov.in

RATE CONTRACT

Ref. No. BCCL/Pur/530000/RC/C-Type Coupling/15-17/131/08

ORIGINAL BY REGD. POST.

Date: 13.05.2015

To ,

M/s. Acharya Safety Spares Corporation,
135, B.R.B. Basu Road, (Canning Street) ,
3rd Floor, Kolkata – 700 00, FAX NO.033- 22429363

Old VENDER CODE 229150
New Vendor Code 1/03/M/U/178
PAN:AAEFA6213B
Vendor Category: Manufacturer (NSIC)

Sub.: Conclusion of Rate Contract for supply of 'C' Type Coupling for Two Years

- Ref: 1. Our Tender No. : BCCL/Pur/530000/RC/C-Type Coupling/14-16/131 Dated 08.03.14 Opened on 04.04.2014 Price Bid Opened On 22.07.14.
2. Your online Bid No.1596 & subsequent communication on the above subject

Dear Sir,

We are pleased to enter into Rate contract with you for supply of 'C' type coupling As per Technical specification indicated at Annexure "A " on the rate , terms & conditions stipulated below:-

1. SCOPE OF SUPPLY:

SN	Description	Basic Unit Rate
1	' C ' Type for 5T drawbar pull as per technical specification at Annexure ' A '	Rs. 770.28

- Rate contract:- In this rate contract the qty. to be supplied is not fixed and will be as per requirement of direct demanding officers as and when required basis.
- Validity:- The rate contract will remain valid for 02(Two) years from the date of issue of this contract and may be extended further if considered necessary with mutual consent.
- Basis of Prices :- Firm and on F.O.R. Destination basis
- Packing & Forwarding : Nil .
- Freight & Insurance Charges : Nil .
- Excise duty & Cess :- Not Applicable . If applicable the same will be borne by you .
- CST : CST shall be paid extra as applicable at the time of supply against issue of form 'C ' by the consignee . Present rate is 2 % .
- 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 .
- Road Permit : If required , the same may be collected directly from the consignee.
- Delivery Period : To commence within 1 month (Minimum 100 Nos.) & to be supplied @ 300 nos. per month thereafter or as specified by the DDOs .

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

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12. 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.

13. Supply order:- Supply order against the Rate contract will be placed by the **Direct Demanding officers (DDOs)** indicated below .

Direct Demanding Officer:- In addition to this office , the following Officers are authorized to place orders against this contract

- i. CGM/GM of all Areas of BCCL or their authorized representative
- ii. 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)

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 .

IMPORTANT

Operation of subject RC is restricted to maximum limit of Rs. 7,35,990.00 for 2(Two) years . As soon as the limit is reached , you shall intimate to GM(MM)Pur / 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)Pur.

18. Guarantee /Warranty : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier , against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report 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 - Waived as being registered with NSIC .

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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 GM(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.

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IMPORTANT

CENVAT : Coal has become the excisable commodity with effect from March 2011.
In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice,
- Registration number,
- Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- Time and date of removal,
- Mode of the transport and vehicle registration,
- Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service.

- Serial number,
- Name, address and registration no. of person providing taxable services,
- Name and address of the person receiving taxable services,
- Description, classification and value of taxable services provided or to be provided
and
- Service tax payable thereon.

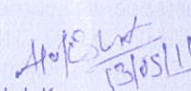
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

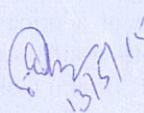
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

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.

(Encl.: Annexure "3 Pages)

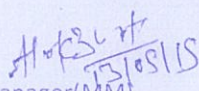

(Alok Kumar)
Asst. Manager (MM)

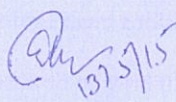

(A.K. Sinha)
Senior Manager (MM)

Copy to :

1. All Area GM /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers
4. HOD(F)(MM)),MM Divn. Koyla Bhawan,Dhanbad
5. GM(E&M)/I/C, Koyla Bhawan
6. GM(S&R)/I/C ,Koyla Bhawan.
7. MM(TC), MM Divn. Koyla Bhawan
8. GM(MM),CCL,ECL,SECL,NCL,WCL,MCL/CIL
9. IEM: Shri Naresh Chaturvedi, IAS (Retd.), CL-14, Sector-II, Salt Lake, Kolkata-700091

(This has got the concurrence and approval of competent authority)
[Total off-take for 2 years will be Rs. 7,35,990.00]


Asst. Manager(MM)


Senior Manager(MM)

ANNEXURE-"A"

Technical Specification FOR SUPPLY AND DETAILED SPECIFICATION OF 'C' TYPE COUPLING

DESCRIPTION:

"C" type coal tub coupling drawbar pull capacity 5000 Kgs. As per DGMS drawing and specification and other conditions prescribed by DGMS is detailed below:

1.0 DESIGN OF COAL TUB COUPLING OF 5 TONNE DRAWBAR PULL

- 1.1 As per Reg. 39(1)© of the Coal Mines Regulation 1957/Reg. 97 (1)© of the Metalliferous Mines Regulations 1961, the attachment between any two tubs in a set or train of tubs is required to be a type approved by the Chief Inspector.
- 1.2 5T capacity "C" type coupling shall be manufactured as per DGMS Technical Circular No. 9 dated 26.07.2004 and DGMS(Tech) Circular 1 of 1986.
- 1.3 The following guidelines regarding material to be used, manufacture and workmanship, heat treatment, marking test and examination etc. are detailed below :
- 1.4 **MATERIAL:-** The material shall be made from 20 Ni 55 Cr 50 Mo 20 conforming to IS 4432 of 1967. No other material shall be allowed.
- 1.5 **Dimensions:** All dimensions must conform to be enclosed drawing DGMS/ "C" type Coupling /001/04.
- 1.6 **Hardness:-** 250 to 280 BHN. In no case, the hardness should exceed 280 BHN to avoid brittleness.
- 1.7 **Heat treatment:-** The coupling after all forging and welding operations shall be hardened and tempered or normalized and tempered at suitable temperature to Achieve the desired hardness.

The following guideline may be followed:

Designation of Steel	Normalizing Temp (deg C)	Hardening Temp (deg C)	Tempering Temp (deg C)	Quenching Agent
20 Ni 55 Cr 51Mo20	#	820-850	#	Oil

- * Suitable temperature may be adopted so as to attain the optimum properties. All other stipulations and conditions shall be as stipulated in DGMS (Tech) circular No.1 1986.

MANUFACTURING AND WORKMANSHIP:-

3.1 Coupling shall be manufactured by forging in a workshop having adequate forging, machining, and heat treatment approved testing facilities for the product. Forged welding of steel should not be done. Electrical welding shall be done where necessary and where Arc welding is done, slag shall be carefully cleaned at each stage. Holes shall be drilled and not punched. Jointing shall be done by Electrical welding and not by smithy welding.

Asst. Manager (MM)

Senior Manager (MM)

Every part of coupling shall give evidence of good workmanship and good finish, should be free from any defect and within standard limits of tolerance in dimensions and finishing etc.

3.2 The manufacturer shall be fully responsible for the quality of the coupling and its conformity with the prescribed specification.

4.0 MARKING

4.1 Each coupling shall be legibly marked on non vital part with the following so that supply can be easily linked with the supplier :-

- a) Manufacturer's identification mark (year of manufacture)
- b) Safe working load
- c) Type of Heat treatment given
- d) Identification mark bearing manufacture's certificate of test and examination

4.2 The stamp used for marking shall be of 5 mm size. Care shall be taken that the identification is neither too sharp nor excessive in depth.

5.0 TEST AND EXAMINATION

5.1 At least 10% of the couplings shall be tested to not less than 3 times the maximum drawbar pull likely to be imposed when in use i.e. the SWL for which the coupling is designed shall be tested for cracks if detected either visually or by magnetic particle inspection method and any coupling failing in proof load another lot of equal number shall be tested and in case of any coupling failing in subsequent test, coupling from the lot shall be rejected.

Test and Certificate: The supplies should accompany CMRI Dhanbad Test certificate for P.L.T and NDT for 10% of the quantity in the following Performa.

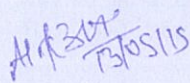
You shall provide a certificate of test and examination in the Performa given below attached along with every supply challan.

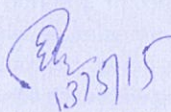
PROFORMA FOR THE CERTIFICATE OF TEST AND EXAMINATION OF COUPLINGS

<u>IDENTIFICATION</u>	<u>DESCRIPTION</u>	<u>NUMBER</u>	<u>TESTED</u>	<u>SWL</u>	<u>PARTICULARS OF HEAT TREATMENT TO WHICH THE COUPLING HAS BEEN SUBJECTED</u>	<u>CHEMICAL ANALYSIS.</u>
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We hereby certify that the coupling described above complies in all respects to the design, quality and workmanship and subsequently examined by the competent person

Signature :
Date


Asst. Manager(MM)


Senior Manager(MM)

Rate Contract No: BCCL/Pur/530000/RC/C-Type Coupling/15-17/131/08 Date: 13.05.2015

You shall agree for the drawal of random samples to a maximum 2-3% of the total of supplies and test (including Destructive testing) the same at our end. The sample will be drawn by the user and test certificate on the same by CMRI or any other approved test house will be binding upon you in terms of quality of supply. The expenditure for the sample testing etc. for checking upon the quality will be borne by you.

The purchaser shall reserve the right to inspect any or all couplings by an Inspecting Agency to be nominated by the purchaser. The supplier will agree to allow for inspection at their workshop and manufacturing of the coupling by the user with or without notice and arrangement of the same will have to be done by you as required for inspection. Any coupling not passing the test should not be supplied under any circumstances.

6.0 RECORD

In line with DGMS notification a record of coupling in use stating the reference number, date of manufacture and date of use shall be maintained. If couplings are procured from more than one source the name, address and other relevant information in respect of each shall be recorded in a bound pagged book. The supplier will make available this record to the purchaser or his representative on demand.

7.0 GENERAL REQUIREMENT:-

7.1 Each component of coupling shall have static factor of safety of no less than 7(seven) in relation to the maximum static load attached to haulage rope.

7.2 Forged components shall avoid sudden change in cross section thickness/or shape. Forging should be such that the fibers of materials are not traverse to the line of pull.

7.3 You shall agree to replace the entire quantity of the lot supplied by you as per the order in case the coupling is found defective during its use or found as not to fulfil the duty load prescribed to the bidders.

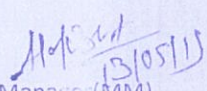
8.0 In case there is modification in DGMS design/notification/approval, the same will automatically be applicable for supplies against this RC also.

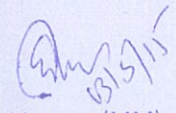
SPECIAL NOTES:-

Each coupling will have an identification mark so that supply can easily be linked to supplier. Hence, identification mark must be indicated.

GUARANTEE/WARRANTY:-

Materials shall be guaranteed for a period of at least 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier, against manufacturing defects. If any defect is detected within this period the materials should be replaced free of cost. Certificate to this effect shall be furnished along with each consignment.


Asst. Manager (MM)


Senior Manager(MM)