

Rate Contract No.: BCCL/PUR/560000/RC/F R BRATTICE CLOTH/15-16/09 Date: 19.05.2015



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/560000/RC/F R BRATTICE CLOTH/15-16/09

ORIGINAL BY REGD. POST.

Date: 19.05.2015

To,

M/s. Swastik Mining Industries,
A-81, Kandra Industrial Area
P.O. Bhaitia, Govindpur Dhanbad-828109,
Phone No.06540-283-201/203 E-mail:mpploff@mittalpolypacks.com

Old VENDER CODE: 305020

Vendor Category: Manufacturer (NSIC)

PAN: AAFFS8913B

Sub.: Conclusion of Rate Contract for supply of Fire Resistance Brattice Cloth 72" for Two Years.

- Ref: 1. Our Tender No. : BCCL/PUR/560000/RC/F R BRATTICE CLOTH/13-14/08 Dated 13.05.14 Opened on 11.06.14 Price Bid Opened On 12.11.14.
2. Your online Bid No.3815 & 2013 and subsequent correspondences on the above subject being last dtd 29.04.2015

Dear Sir,

We are pleased to enter into Rate contract with you for supply of DGMS approved BIS marked Fire Resistance Brattice Cloth (72") as per technical specification at Annexure 'A' on the rate, terms & conditions stipulated below:-

1. SCOPE OF SUPPLY:

SN	Description	Basic Unit Rate
1	DGMS approved BIS marked Fire Resistance Brattice Cloth(72") as per technical specification at Annexure 'A'	Rs. 203.81

2. 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.
3. 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.
4. Basis of Prices: - Firm and on F.O.R. Destination basis
5. Packing & Forwarding: Nil.
6. Freight & Insurance Charges: Nil.
7. Excise duty & Cess :- Not Applicable. If applicable the same will be borne by you.
8. JVAT: will be paid extra @ quoted rate i.e 5 % of basic rate on the basis of documentary evidence.

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09. Mode of Despatch : By Road on F.O.R. Destination , Freight paid basis .

Each Bundle/roll of material shall be marked with the following:

- Manufacturer's name & Trade name/Brand Name.
- Length & width of material
- Batch no, Month & year of manufacturer
- BIS certification mark & DGMS approval mark.

NOTE : Safe & sound delivery of stores at consignee's end must be ensured .

10. Road Permit: If required, the same may be collected directly from the consignee as mentioned in the order.

11. Delivery Period: Supply to be completed within 3-6 Months from the date of receipt of order. However, keeping in view of our extreme urgency, earliest delivery will be appreciated.

[Delivery period will be reckoned from 10th day of placement of this supply order]

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

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 through EFT.

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 office of GM(MM)-Pur , the following Officers are authorized to place orders against this contract

- 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.

Your Bank EFT Mandate details will be as under

1	Name of Firm	M/s Swastik Mining Industries
2	Address of Firm	A-81, Kandra Industrial Area P.O. Bhatia , Govindpur Dist-Dhanbad
3	Name of BANK	STATE BANK OF INDIA
4	Branch Name of Bank	BANK MORE, DHANBAD
5	9 Digit Code of Bank Branch	826002017
6	Account Type	Current
7	Account No.	3033 2330835
8	PAN No.	AAFFS8913B

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(Note – All documents to be submitted shall be duly authenticated)

16. Inspection: – Final inspection will be done at consignee's end on receipt of materials by the concerned technical head or their authorized representative.

Pre-dispatch inspection shall be done by M/s CMPDIL as per Appendix-1 in enclosure.

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 Note

Operation of subject RC is restricted to maximum limit of Rs. 17.62 Lakh for 2(Two) years. As soon as the limit is reached, you shall intimate to GM (MM)Pur / GMI/C(S&R) 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 use 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 valid upto 20.04.2016. You are required to renew your NSIC before expiry date otherwise security deposit @10% of total order value including all taxes in form of Bank Demand draft /bank Gurantee as per NIT will be submitted by you against each order.

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

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- 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.

IMPORTANT

CENVAT (if applicable): 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.

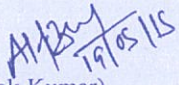
All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in techno-commercially acceptable offer of bidder.

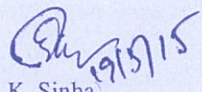
ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

N.B:- This issues with the 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.: 1. Annexure-'A' Technical Specifications
2. Appendix-'I' Pre dispatch Inspection Clause

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


(Alok Kumar)
Asst. Manager(MM)


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

(This has got the concurrence and approval of competent authority)
[Total off-take for 2 years will be Rs. 17.62 Lakh]

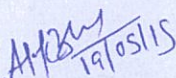
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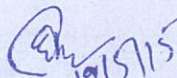
1. All Area GM /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers
4. HOD(F)MM, MM Divn. Koyla Bhawan, Dhanbad
5. GM(S&R)I/C, Koyla Bhawan.
- ✓ 6. MM(TC), MM Divn. Koyla Bhawan
7. GM(MM), CCL, ECL, SECL, NCL, WCL, MCL/CIL
8. GM (E&M), CMPDIL, Kake Road Ranchi
9.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

ANNEXURE-"A"

Technical Specification of Fire Resistance Brattice Cloth 72"	
1	SPECIFICATIONS OF BRATTICE CLOTH-DGMS Approved & BIS marked fire resistant brattice cloth, conforming to IS 4355/1977, for use in U/G gassy mines of all degrees, 1829mm (72") wide plus / minus (+/-) 5% tolerance will be permissible in width. Each roll length will be 50 Mtrs..
2.	Following documents must be submitted along with supply of each lot at consignee's end: a. Manufacturer's / Govt Laboratories Test report must be submitted along with each consignment. b. Copy of DGMS approval (original & extension thereof) duly attested by notary Public
3.	Firm has to comply with all the conditions of main DGMS approval issued to them.
4.	Supply of each lot should be made preferably from one batch and at least one sample from any lot representing the batch will be tested at CIMFR DHANBAD at the cost of supplier. After getting satisfactory test report the lot will be accepted.

Pre despatch Inspection shall be carried out by M/S CMPDIL as per appendix-I


Asst. Manager (MM)


Senior Manager (MM)

Appendix-I PRE-DESPATCH INSPECTION CLAUSE

Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd (CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s. CMPDIL (the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1% of total consignment billing (plus statutory levis like service tax @12.36 % etc,as applicable on inspection fee) is to be paid to M/s.CMPDIL along with inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by the manufacturer to M/s.CMPDIL for arranging inspection within valid delivery period as per contract.

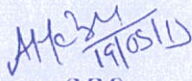
The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer inspire of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office as per clause 7 & 8 above. Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL


Asst. Manager (MM)


Senior Manager (MM)

