



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

(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.bcccl.gov.in

RATE CONTRACT

ORIGINAL BY REGD. POST.

Ref. No. BCCL/PUR/530000/PM-70/PUMP SPARES/RC/RISANSI//13-14/86/12 Dt. 29.09.14

To,

M/S Risansi Industries Ltd.

123/374, FAZALGANJ,

KANPUR-208012.

FAX: 0512-2213861

Tel. : 0512 2234246

SUB: Conclusion of Rate Contract for supply of PM-70 Pump Spares
against Tender No. Pur/530000/PM-70 pump/RC/Risansi/13-14/86
Dtd 05.03.14 Due & Opened on 07.04.14.

Ref:- Your on line offer Opened on 07.4.14 & Subsequent
Communications on the above subject.

Dear Sir/Mam,

We are pleased to enter into Rate contract with you for supply of spares for
'Risansi' make Model - PM-70 Face Pumps 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 02(Two) years from the date of issue
of this contract and may be extended further if considered necessary with
mutual consent.
- 3. Specification, Description & Prices :** As per Annexure-A enclosed .
- 4. Basis of Prices :-** Firm and on F.O.R. Destination basis subject to payment of
following .
- 5. DISCOUNT :** Unit rate indicated at Annexure " A " is inclusive of discount .
- 6. Packing & Forwarding:** Nil
- 7. Freight & Insurance Charges :** Nil
- 8. Excise duty & Cess :-** Will be paid extra at actual at the rate prevailing at the time
of supply (within delivery period) on proof of documentary evidence . However , present
rate is 10.30% of basic price .
- 9. CST:-** CST shall be payable extra @ 2 % against issuance of form ' C ' by the
consignee .
- 10. 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 .
- 11. Road Permit :** Road Permit , if required , may be obtained directly from the
Consignee under intimation to this office.

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12. Delivery Period: Within 6 to 8 weeks from the date of receipt of supply order .

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

13. 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.

14. Supply order:- Supply order against the Rate contract will be placed by (DDO) Direct Demanding officers on the printed supply order form .

15. 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

1. CGM/GM of all Areas of BCCL or their authorized representatives
- 2 Area Manager (MM) . of all Areas of BCCL

16. Paying authority: General Manager (F) (MM), BCCL, Koyla Bhawan / Finance Managers of respective Areas /Projects.

17. 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)

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

19. 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 CGM(MM), Koyla Bhawan, Dhanbad

20. 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.

21. 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 “ .

22. Security Deposit - Waived as being registered with NSIC

23. 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.

24. 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 is 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.

25. 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 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.

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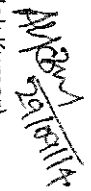


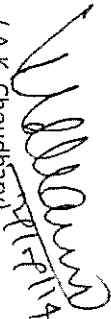
This contract is concluded with the issuance of this RC . Two copies of the Rate-contract are being sent to you . You are advised to acknowledge the receipt and acceptance of the RC by returning one copy duly signed and stamped to this office positively within 15 days , failing which this contract shall be deemed to have been accepted by you for execution .

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Encl. : Annexure " A " 2 Pages)


(Alok Kumar)
Assistant Manager (MM)


(A.K. Choudhary)
General Manager (MM)S

Copy to:

1. All Area CGM/GMs /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers
4. Hod (P) (MM),Purchase Fin.Deptt.MM Divn. Koyla Bhawan,Dhanbad
5. GM(E&M) I/C,Koyla Bhawan.
6. Technical Cell, MM Divn. Koyla Bhawan
7. Master file/Office Copy ,MM
8. CGM(MM)/GM(MM),CCL,ECL,SECL,NCL,WCL,MCL/CIL
9. . Shri Naresh Chaturvedi,IAS(Retd.), CL-14,Sector-II, Salt Lake, Kolkata -- 700091

(This has got the concurrence and approval of competent authority)
[Approx. off-take for 2 years will be Rs. 36.00 Lakh approx.]

Annexure - "A"					
SL	Spare Description	MOC	Part No	Basic Rate (In Rs)	
1	Body	CI	PM 70-10	11997.05	
2	End cover	CI	PM 70-13	2052.05	
3	Companion flange	CI	PM 70-14	631.65	
4	Gland	CI	PM 70-15	214.06	
5	Gland Ring	CI	PM 70-16	51.67	
6	Grease seal housing	CI	PM 70-17	202.46	
7	Bearing Cover	CI	PM 70-18	293.15	
8	Bearing Lock	MS	PM 70-19	137.08	
9	Bearing spacer	CI	PM 70-20	106.51	
10	Bonded stator	NR	PM 70-21	4293.92	
11	Rotor	AS-HCP	PM 70-22	12408.30	
12	Rotor	SS	PM 70-22	17361.28	
13	Shaft	AS	PM 70-24	4658.78	
14	Shaft	SS	PM 70-24	16082.18	
15	Coupling Rod	AS	PM 70-25	2344.15	
16	Coupling Rod	SS	PM 70-25	5956.87	
17	Coupling Rod Bush	AS	PM 70 -26	214.06	
18	Coupling Rod Bush	SS	PM 70- 26	335.33	
19	Coupling Rod Pin	AS	PM 70- 27	105.45	
20	Coupling Rod Pin	SS	PM 70 - 27	185.59	
21	Pin Cap	AS	PM 70 -31	123.38	
22	Pin Cap	SS	PM 70 -31	230.94	
23	Pin Cap Washer	AS	PM 70-32	18.98	
24	Pin Cap Washer	SS	PM 70 - 32	43.24	
25	Grease Seal	NBR	PM 70-33	104.40	
26	Rubber Seal Ring	NBR	PM 70-34	50.61	
27	Gland packing	AG	PM 70- 35	215.11	
28	Felt ring	FT	PM 70-36	50.61	
29	Shaft key	MS	PM 70- 40	63.27	
30	Tie Rod	MS	PM 70 - 41	181.37	

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31	Flange Gasket	FF	PM 70-42	26.36
32	Hex Head Bolt for Gland Nut	MS	PM 70-46	15.82
33	Nut for Gland bolt	MS	PM 70-47	7.38
34	Hex Head Bolt for companion flange	MS	PM 70-49	15.82
35	Nut for companion flange bolt	MS	PM 70-50	7.38
36	Spring Washer for companion flange nut	MS	PM 70-51	2.10
37	Hex Head screw for Pin cap guard	MS	PM 70-52	7.38
38	Spring washer for pin cap guard screw	MS	PM 70-53	2.10
39	Hex Head screw for bearing cover	MS	PM 70-55	2.10
40	Hex Socket head grub screw for GS Housing	MS	PM 70-56	2.10
41	Dome Nut tie rod	MS	PM 70-57	9.49
42	Spring Washer for Dome Nut	MS	PM 70-58	2.10
43	Drain Plug	MS	PM 70-60	51.67
44	Drip Plug	MS	PM 70-61	7.38
45	Filling Plug	MS	PM 70-62	51.67
46	Water thrower	NBR	PM 70-63	23.19
47	Spring Washer for drain & filling plug	MS	PM 70-65	7.38
48	Spring Washer bearing cover nut	MS	PM 70-66	2.10
49	Nozzle	MS	PM 70-67	67.48
50	Nipple	MS	PM 70-68	67.48
51	Snorer by pass	MS	PM 70-69	314.24

Assistant Manager (MM)

Handwritten signature
29/06/19

General Manager (MM)

Handwritten signature
29/06/19