# भारत कोकिंग कोल लिमिटेड एक मिनीरत्न कंपनी (कोल इंडिया लिमिटेड का एक अंग) सामग्री प्रबंधन विभाग

सामग्री प्रबंधन विभाग कोयला भवन, कोयला नगर धनबाद—826 005

सी.आइ.एनःयू.10101जे.एच.1972जी.ओ.1000918



Bharat Coking Coal Limited A Miniratna Company (A Subsidiary of Coal IndiLimited) Material Management Department Koyla Bhawan, Koyla Nagar Dhanbad- 826 005 C.I.N: U10101 J.H.1972 G.O.1000918

## RATE CONTRACT

Ref no: BCCL/PUR/517136/Helmet/RC/18-19/OTE/12

By registered post

Date: 29.9.2018

To, M/S NEO SAFETY PRODUCTS PVT LTD, 23, N.S.ROAD, 6TH COMMERCIAL BUILDING. 1 ST FLOOR, KOLKATA -700001

Category: Manufacturer/MSME(SSI) Vendor Code: 1/12/M/T/144 GSTIN: 19AADCN1691A1ZO PAN No: AADCN1691A

Sub: Conclusion of Rate Contract for two years for supply of Safety Helmets.

Ref: BCCL E-Tender No: BCCL/PUR/517136/Helmet/RC/17-18/OTE/60 opened on-line on 2.1.2018 [Tender Id No: 2017\_BCCL\_87437\_1].

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby conclude the Rate Contract with you for supply of stores as per the following price, terms and Conditions:-

### 1. SCOPE OF SUPPLY

SL NO.	DESCRIPTION	Basic Price per No. (in Rs)
1.	ISI Marked Safety Helmet as per technical specifications of Annexure- A HSN Code: 6506 Material Code: 93070100012 Make- NEO & Model- HARDY 6000	65.00
	IGST @ 18%	11.70
	Sub-total	76.70
	CMPDIL Inspection charges @1%	0.77
	GST on inspection charge @18%	0.14
	Total Landed Price per No.	77.61

(Total Landed value per No.: Seventy seven rupees and sixty one paise only)

**Offtake:** The total estimated off-take of Safety Helmet mentioned above for the subject Rate contract during the validity of RC shall be Rs 19,82,400.00/-

#### **TERMS & CONDITIONS:**

1. RATE CONTRACT: This is a rate contract whereby the price is fixed but the quantity to be supplied during the currency of the rate contract is not fixed and will be on as and when required basis as confirmed by the DDOs from time to time.

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- 2. **VALIDITY OF THE RATE CONTRACT:-** This Rate Contract shall remain valid for a period of 02(Two) years from the date of issue of this rate contract i.e. from 29.09.2018.
- 3. **PAYMENT TERMS:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later by the consignee.
- 4. **PRICES:** FIRM and F.O.R. destination basis; Packing & Forwarding charges: Nil; Freight & Insurance charges: Nil.
- 5. GST:- (a) GST shall be paid extra as legally applicable. Present rate is 18% (IGST).
  - (b) 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.
  - (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
  - (d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
  - (e) GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply for West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. Your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.
- 6. **DELIVERY SCHEDULE**: Delivery to be completed within 30 days or earlier from the date of receipt of supply order. The delivery schedule will be counted from the 10th day of the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery. Any increase in the rate of taxes & duties beyond delivery period will be to your account.
- 7. **SECURITY MONEY: -** You will be required to deposit as security money 10% of the total value of the contract (including taxes, duties & other charges to the FOR Destination prices) by way of Bank Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad or through a Bank Guarantee (as per Annexure-I enclosed) of any scheduled bank drawn in favour of Bharat Coking Coal Limited as security Deposit within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period.
- 8. INSPECTION Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and GST @18% or as applicable on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative (Annexure-II).
- 9. **TRANSIT INSURANCE** Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

## 10. 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 the purchaser.

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 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.

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