



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)

ORIGINAL BY REGD. POST.

Rate Contract

Ref. No. BCCL/PUR/560000/Cap Lamp Spares/RC/13-14/ 18

Dt. 16.12.2013

To,
M/S Exide Industries Limited,
Oldham Division,
B.P.Agarwalla 's Building,
P.O. Dhansar,
Dist. Dhanbad,
Jharkhand-828106

Sub:- Conclusion of Rate Contract for supply of Cap lamp spares Exide Make
OLDHAM Brand **against this office Tender No BCCL/PUR/560000/Cap Lamp
Spares/RC/12-13/ 139** opened on 21.03.2013.

Ref:- Your offer No. DHN/AKN/672 Dt. 19.03.2013 and subsequent
correspondences on the above subject being last dtd 04.12.2013.

Dear Sir,

We, for and on behalf of BCCL, are pleased to enter into Rate contract with you for supply of
Cap lamp spares Exide Make OLDHAM Brand as indicated at Annexure " A " on the specification ,rate ,
terms & conditions stipulated below:-

Salient Terms and Conditions :

(1) **RATE CONTRACT:** Against this rate contract Prices are firm and fixed but the quantity to be
ordered by The DDO,s will be on " As and when required basis" but must be within Annual off take of
Rs. 40.00Lakh.

(2) **VALIDITY PERIOD/Off take:** This Rate Contract shall remain valid for one year from the date of
issue of the RC. However, BCCL, reserves the right to short close the rate contract at any point of time
without assigning any reason to you.

Estimated off take against this RC is Rs. 40.00 lakhs. You have to take clearance of MM dept,
BCCL HQ before supply of material, as and when total landed value of orders placed by DDOs. exceeds
Rs. 40.00 lakhs.

(3) **SPECIFICATION/DESCRIPTION & PRICE:** Description of 56 items along with their Pt.
No. covered in the rate contract and their respective applicable basic rates are indicated in
Annexure-"A" enclosed herewith.

(4) **PRICES:** The Prices are FIRM and on FOR Destination basis (Inclusive Packing, Forwarding,
Freight and insurance charges.) (Materials will be supplied from Shayam Nagar Factory, PO-
Athpur, Dist. North 24 Pargana , West Bengal , Pin 743128)

(5) EXCISE DUTY and cess : Excise Duty is payable extra as applicable on actual basic against documentary evidence . The current rate is 12.36% .

Cenvat Credit : BCCL will avail CENVAT Credit as per prevailing Tax law ,if applicable.

(6) SALES TAX: CST is payable extra as applicable, Current rate of CST is @ 2% against issue of form 'C' by the Consignee . Any increase in taxes and duty beyond the delivery period stipulated in the order against the RC shall be at your account

(7) DELIVERY PERIOD: Delivery to be completed within 3 months from the date of issue of Formal purchase order by DDOs.

(8) PAYMENT TERMS: 100% payment shall be made through Bank against the following documents:

1. Bill/Proforma Invoice indicating the order No. and date

2. Dispatch documents .

3. Any other documents [like Guaranty/warrantee, Price certificate as per Price certificate clause along with documents indicated in payment terms clause, Manufacturing certificate, copy of valid DGMS approval certificate (where ever required) etc] for making payment. Bank charges will be borne by the supplier. The supplier shall have to submit Proforma invoice or the advance copy of bill to the paying authority to facilitate them to take advance action for retiring of documents from the bank. NO payment shall be made through Bank when supplies are delayed beyond the delivery order stipulated in the supply order without obtaining amendment to the order, prior to presentation of documents through bank

For PBG , A bank Guarantee for the amount @ 10% of the annual offtake value of the rate contract to be valid for 18 months shall be submitted immediately after the receipt of rate contract . if required the said BG may be extended suitably.

(9) DIRECT DEMANDING OFFICERS: CGM/GM(MM)/Chief Manager/General Managers of BCCL Areas/and their authorized representatives shall be the Direct Demanding Officers against this rate contract and they shall draw their demand by placing supply order during the currency of the rate contract. The DDO's would issue order under their own signature.

The order against this rate contract are to be placed strictly against the approved and duly concurred indent/MB by competent authority. A copy of supply order placed against this rate contract must be endorsed to this office.

(10) PAYING AUTHORITY: GM(F), MM Division, BCCL/AFMs of different Order Placing Authorities(DDOs).

(11) SUBMISSION OF BILLS:-

(i) 100% bill should be prepared in "QUADRUPLICATE" in the name of consignee and to be negotiated through bank. Advance copy of the Bill/Invoice should be sent to the consignee to enable them to arrange payment through Bank with all other documents as per the terms of the supply order .

(ii) In case delivery period is expired then material is to be supplied only after getting delivery period extended.

Note: If delivery period is extended with imposition of L.D. then initially 90% bill should be prepared in "QUADRAPPLICATE" and will be negotiated through bank. Advance copy of the bill should be sent to the consignee to enable them to arrange payment through Bank. Balance 10% bill should be submitted in quadruplicate directly to the consignee for scrutiny and arranging payment as the case may be.

(12) MODE OF DESPATCH: All stores securely packed are to be dispatched to respective consignees by Road Transport only .The safe delivery of consignment at destinations will be your responsibility. Necessary road permit if required will be issued by the consignee immediately after receipt of intimation from you.

(13) GUARANTEE/WARRANTY:- You shall submit guarantee/warrantee certificate with each consignment in the following format.

"it is hereby Certified that the material supplied in this consignment (mention challan No. _____ & date _____) are manufactured, tested confirming to the specification in the Rate Contract. We further guarantee that in case of any of the item supplied are found to be defective or not genuine and not to the specifications or of faculty workmanship on receipt by the consignee, replacement will be made free of cost. Further the spares are fully guaranteed for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance of materials whichever is earlier."

(14) SECURITY DEPOSIT: You will be required to deposit as security money 10% of the value of the order (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR without having any ceiling in the form of Bank Draft /Bank Guarantee 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. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful tenderers, the Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

(15) INSPECTION: Final Inspection shall be arranged by the consignee at site.

(16) PARALLEL RATE CONTRACT: BCCL also reserves the right to enter into parallel rate contract(s) simultaneously at any time during the period of rate contract and also reserves the right to buy during the period of rate contract any quantity out side the contract in case of urgency arising out at any time during the contract period.

(17) FORCE MAJEURE CLAUSE: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will , in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority , the beginning and end of the causes of the delay , within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure , BCCL will reserve the right to cancel the contract and provisions governing termination of contract , as stated in the bid documents will apply.

b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

(18) PRICE FALL CLAUSE: The Prices being charged for the stores to be supplied under this contract by the contractor shall in no event exceed lest price at which the contractor sells stores of identical description to any other Subsidiary of CIL/any other Govt. U/T during the period of the contract. If at any time during the said period, the contractor deduces the sale prices of such stores to any other subsidiary of CIL/any other Govt. U/T at a Price lower than the price chargeable under the rate contract, you shall forthwith notify such reduction of price to the consignee concerned under intimation to chief General Manager (MM), Materials Management wing, BCCL, MM Division , Koyla Bhawan, Dhanbad and the

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price payable under the rate contract for the stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

(19) **PRICE CERTIFICATE CLAUSE:** Along with each bill you will submit a certificate that "The Price Charged by you are not higher than the price charged to any other Govt. Organisation/Undertaking/CIL Subsidiaries" This Certificate must be attached along with each bill/s.

(20) **MONTHLY STATEMENT OF DELIVERY:** You are advised to submit a statement in duplicate by the 5th of every month to this office showing the supply position of the stores. The proforma is appended below for submission of delivery status as mentioned above:

Supply order No. & Date	Address of the consignee	Quantity Ordered	Quantity Supplied	Quantity Balance	Remark
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21. **LIQUIDATED DAMAGES:** The time and date of 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 delivery or dispatch 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:

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.

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 cancelling the supply order in respect of consignment not yet due for supply or

(e) 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

(f) 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.

(g) To encash any Bank guarantee which is available for recovery of the penalty or

(h) To forfeit the security deposit full or in part.

(i) 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.

22. **SPECIAL INSTRUCTION:** The orders received from the various DDO's will be executed on the highest priority. The consignor will be responsible for the timely intimation about dispatch of material to the concerned consignee, if necessary by fax/Telegram, giving the following details:

Road Transport Receipt No. & Date.

Indication of type of goods.

Order No. & Date.

Also copy of invoice in duplicate to enable the consignee to process for preparation of cheque to retire the documents from bank..Simultaneously with the dispatch of Fax/Telegram the consignor should see that Road Transport receipt are negotiated timely to the consignee/ bank, failing which the responsibility for the payment of demurrage etc. will be on the consignor and not on the purchaser.

23. After Sales Service : You will provide after Sales Service free of cost to the ultimate user end as and when required.

24. STOCK: In order to meet the urgent demand against this rate contract at any time during the validity period, you are requested to maintain sufficient stock. However, it may be noted that the purchaser will not be responsible to take any quantity leftover with the contractor after termination of the contract. Unless otherwise specified above, this rate contract shall also be Governed by our General Terms and Conditions.

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

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 concurrence of D(F) and approval of CMD. 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.

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


(A K Sinha)
Sr Manager(MM)


(U Kumar)
GM(MM)S&P

Encl: Detailed specification/ description of items with rates at Annexure "A" (2 Pages)

CC to :-

1. CGMs/GMs, All Areas & Projects & Washery Division, BCCL
2. CGM(E&M), Koyla Bhawan, BCCL Dhanbad
3. General Manager(Finance) MM Division, Koyla Bhawan
4. All Area Finance Managers, -do---do---
5. All Area Manager(MM) -do--do--
6. SM(TC), MM Division, BCCL, Koyla Bhawan
7. CGM(MM), CCL, ECL, WCL, SECL, MCL, NCL

SCOPE OF SUPPLY

ANNEXURE-A

List of items

P-1

Sr no	Part no.	Item Description	UOM	Unit Basic Price(Each) in Rs.
1	2001	Oldham -T-Type Battery	Each	908.48
2	2002	Conv-Kit For GW To GT	Each	113.89
3	3001	Head peace Moulding	Each	56.64
4	3002	Lock Barrel	Each	13.75
5	3003	Lock Contact	Each	2.77
6	3004	Lock contact screw	Each	1.89
7	3005	Lock barrel wedge	Each	0.69
8	3006	Lock spring	Each	2.31
9	3007	Cap hook	Each	27.35
10	3008	Securing Screw	Each	3.55
11	3009	Securing Nut	Each	1.89
12	3010	Spring Washer	Each	0.46
13	3012	Large bulb Shocket Block	Each	2.12
14	3013	Large bulb Shocket Screw	Each	1.18
15	3014	Charging Contact Screw	Each	1.89
16	3015	Approval Washer	Each	0.57
17	3016	Cable outlet gland	Each	2.83
18	3017	Switch knob	Each	4.85
19	3018	Switch blade with 3/16"G screw	Each	4.72
20	3019	Switch knob washer	Each	0.46
21	3020	Switch Connection	Each	1.18
22	3021	Binder head Screw5/32"GS	Each	0.59
23	3022	L B S C Assy	Each	4.13
24	3024	H P Gasket	Each	2.31
25	3025	H P Glass	Each	18.42
26	3026	Lens Ring	Each	18.42
27	3027	Lock pin	Each	3.30
28	3102	Cable Grip	Each	1.18
29	3103	Terminal Tag	Each	0.59
30	3106	Rubber sealing collar	Each	0.23
31	3107	Terminal sleeve Red(H P)	Each	0.23

Sr no	Part no.	Item Description	UOM	P-2
				Unit Basic Price(Each) in Rs.
32	3108	Terminal sleeve Black (H P)	Each	0.23
33	3109	Terminal sleeve Red(B E)	Each	0.23
34	3110	Terminal sleeve Black(B E)	Each	0.23
35	3202	Lock clamp and bush Assy	Each	27.59
36	3203	Screw for locking plate	Each	2.37
37	3204	Cable gland rubber	Each	4.62
38	3206	Binder head screw 1/8" G S	Each	0.59
39	3211	B H Screw 3/16"	Each	0.59
40	3301	C I Meter	Each	62.65
41	3302	Charging key with nut and washer	Each	14.07
42	3303	Positive clip Assy	Each	11.43
43	3405	Lampman,s pliers	Each	57.63
44	3406	Lampman,s nipper	Each	46.02
45	3408	Spcl key for slotted screw	Each	34.50
46	3415	Topping up syringe [small]	Each	46.02
47	3416	Topping up syringe [large]	Each	88.75
48	3427	Caplamp log book	Each	11.27
49	3534	Centre take of battery cover for 13 AH Battery	Each	99.70
50	3535	Cable lock T type	Each	4.10
51	3536	Insulated pad T type	Each	3.87
52	3537	Positive terminal tag	Each	2.08
53	3538	Negative terminal tag	Each	2.08
54	3539	Fuse for GT Lamp	Each	8.27
55	3603	Conversion kit for 0.8 to 1.0 amp		50.67
56	3604	Prefocus Reflector	Each	25.09

SM (MM) 

GM (MM)S&P 

ANNEXURE "C-i"

Format of Bank Guarantee for Security Deposit
(RS.250 non-judicial stamp paper)

To
M/s Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect upto Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the Bank Limited lastly undertake not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated day of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank.

LETTER OF PERFORMANCE BANK GUARANTEE.

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
-dt.------(hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called , the Purchaser) to
supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We,----- Bank Ltd.,do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee . Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given -----months from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank

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