



**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)

**RATE CONTRACT**

**BY REGD/SPEED POST**

Ref No:- PUR/200000/Picks for Feeder Breaker /RC/10-11/E-Tender/189 18.11.2011

To

M/s Technicians Enterprises,

Garriwan Patti

P.O. Bhaga-828301

Dhanbad.(Jharkhand)

(Fax No: 0326-2361305) Tel. # 0326-2361305

Vendor Code:-1/22/M/S/041 (New)

235041 (Old)

Sub: Rate Contract for supply of Picks for Atlas Copco Make Feeder Breaker.

Ref: Your Offer ref: TE/11-121/08 dated 03/05/2011 against our Enquiry No. PUR / 200000/Picks for Feeder Breaker /RC/10- 11/E-Tender/153 opened on 05.05.2011

and

read along with your last letter no TE/11-12/24 dated 12/11/2011

Dear Sirs,

With reference to above we are pleased to enter into Rate Contract with you for supply of Picks for Atlas Copco make Feeder Breaker, to various Areas/Units/Projects of the BCCL at the terms and conditions given below:

**1.SCOPE OF SUPPLY**

Sr No	Item Description	Price-Breakup	Unit Price in INR
1	Picks for atlas copco make feeder breaker	Unit Basic	325.00
		Excise Duty @ 10.30%	33.48
		VAT @ 5%	17.92
		P & F	16.25
		Transit Insurance	Inclusive
		Freight	9.75
		Other Charges	N.A
		<b>Unit Landed Price</b>	<b>402.40</b>

**2.Technical Specification** – Picks(Technicians Enterprises Make) suitable for Atlas Copco make Feeder Breakers as per specification and drawing specified here under:-

The picks mainly consists of two parts

a) Forged Body

b)Tungsten Carbide Tip

c) Forged Body :- The body of the pick should be forged out of quality carbon steel (e.g. EN -19 or EN- 24) so as to withstand considerable impact and shock loads generated during crushing of ROM coal and it should also have excellent wear resistance and corrosion resistance properties.

d)Tip :-The tip of the pick should be made from material like tungsten carbide containing about 9.5 % cobalt to ensure required hardness and toughness . The tip should be in the form

of insert in the body of the pick and should be formed by brazing preferably with silver alloys to give enough shear strength at the required diameter.

Drawing: As per Annexure- 'I' enclosed.

**3.Validity:** The rate contract shall be valid for a period of 1(One) year from the Date of issue of this R/C

**4.Price:-** FIRM & FOR DESTINATION

**5.Ex Duty & Cess:** To be paid at the rate applicable at the time of supply on documentary evidence. Quoted rate is 10.30%

**6.VAT:-** To be paid at the rate applicable at the time of supply. Present/quoted rate is 5%

**7.P&F :-** Indicated Above

**8.F&I:-** Indicated Above

**9.Payment Terms:** 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 by Consignee.

**10.Bank Details:**

1	<b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS:</b> (With Telephone No. & Fax No.)	Panchanand Mondal, At Gariwan Patti, P.O-Bhaga, 828301, Dhanbad(Jharkhand) 9421169740, Fax: 0326- 2361305
2	<b>PARTICULARS OF BANK ACCOUNT:</b>	
	<b>A.BANK NAME:</b>	Central Bank Of India
	<b>B.BRANCH NAME:(Including RTGS Code)</b>	Chasnalla, cbn- 0283084(rtgs code), Code No.861016002
	<b>ADDRESS:</b>	At P.O-Chasnalla, Dhanbad
	<b>C.9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	Code No- 861016002
	<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	<b>E.LEDGER NO./LEDGER FOLIO NUMBER:</b>	
	<b>F.ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b> (As appearing on the Cheque Book)	

**11.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

**12.DDOs:-** GM (MM), CGM (E&M),CGM/GM of all Areas and projects of BCCL. Orders against this rate contract shall be placed on as and when required basis by the DDOs in the purchase orders placed against this rate contract.

**13.Paying Authority:** GM(F), MM in case of order from HQ, Associate Finance of the respective DDOs of areas/projects

**14.Delivery:** Delivery of materials shall be within 15 days from the date of receipt of purchase order or as specified in the purchase order will be required to be supplied in approximately equated monthly instalments of each size.

Delivery shall be reckoned from 10<sup>th</sup> day from the date of order and date of receipt of materials at our store shall be treated as the date of delivery.

**NOTE : Safe arrival of materials shall be your responsibility**

**15.Security Deposit:-** Exempted being NSIC registered Firm.

**16.Parallel Rate Contract Clause:** BCCL reserve the right to conclude parallel Rate Contracts with other firms for the item covered under this Rate Contract.

**17.Inspection & Test Clause:** No initial inspection will be carried out at your end. The consignee will carry out final inspection at consignee end and the same will be final. If picks found defective or not in accordance with specification mentioned in the supply order will be rejected and intimated to you for free replacement within 30 days from the date of receipt of intimation.BCCL may at random get sample quantity from each lot of supply tested by National Test House.

**Test Certificate Submission:** You will submit Test Certificate from Govt. approved Test House with each consignment of supply.

**18.Fitment Guarantee:** You should give a guarantee of fitment of the Picks in Atlas Copco make Feeder Breakers without any alteration i.e. addition or deletion. The design of the items should be exactly as per the specification given above & drawing enclosed at Annexure-‘I’.

**19.Warranty:** Six months from the date of supply or three months from the date of fitment against any manufacturing defect.

**20.After Sales Service:** You will provide after sales service to the end user.

**21. Penalty for failure to supply in time:**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:

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 .

b)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 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 the risk and cost of the defaulting supplier 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 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.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.

**23.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 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:

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 15 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.

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.

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.

**24.Jurisdiction:** for all disputes arising out of this contract, the jurisdiction shall be in the court of Dhanbad, Jharkhand and Jharkhand High court ,Ranchi. The work under this contract will also be governed by the General Terms &Conditions stipulated by Bharat coking Coal Limited.

**25.Stock:** You will keep sufficient stock of the stores to meet the demand of the areas as and when asked by them without any interruption. Hence the quantity to be supplied during the tenure of the contract is not fixed and will be as and when required basis. It should be noted that the purchaser would not be responsible to take over any quantity left over with the contract after termination of the contract.

**26.Monthly Statement of Delivery:** You are requested to submit a statement in duplicate by the 5<sup>th</sup> day of every month to this office showing the supply order and its position as on the last day of the previous month, in the format given below:

Sl.No	Order Ref.	Consignee	OrderQty, & Value	Quantity Supplied & Value	Balance Quantity & Value	Remarks
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**27.Short Closure:** B.C.C.L reserve the right to short close this Rate Contract at any time.

Total off-take against the Rate Contract will be limited to Rs.30,00,000.00.You are requested to ensure that supply of material against the Rate contract is limited to Rs.30,00,000.00 for this provisions monthly statement of delivery as indicated above must be strictly complied with.

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

(Muni lall)  
AM(MM)

(A.K.Choudhary)  
CM(MM)

Encl.- Annexure-I

CC:-

- 1.CGMs/GMs,All Areas & Projects & Washery Division,BCCL
- 2.CGM(E&M),Koyla Bhavan, BCCL Dhanbad
- 3.General Manager( Finance) MM Division,Koyla Bhavan
- 4.All .Area Finance Managers,-do---do—
- 5.All Area Manager(MM) -do –do--
- 6.SM(TC),MM Division,BCCL,Koyla Bhavan
- 7.CGM(MM),CCL,ECL,WCL,SECL,MCL,NCL
- 8.Shri D. Bandopadhyay, IAS (Retd.), GD89,Sector-III,Salt Lake, Kolkata – 700016