


RC No: BCCL/PUR/560000/RC/SEC Wire/13-14/113/20

Dt:13-03-2015

<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918</p>		<p>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</p>
<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>		
<p>RATE- CONTRACT</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>	

RC No: BCCL/PUR/560000/RC/SEC Wire/13-14/113/20

Dt:13-03-2015

BY REGD.POST / SPEED POST

To
 M/S Khaitan Winding Wire(P) Ltd.
 P-38, India Exchange Place,
 Opp. Ezra Street,
 Kolkata-700001

FAX-033-222544860
 Category: Manufacturer
 Contact Person:Mr.P.Surolia
 Cell:9431122316

Vendor Code:- 1/03/M/G/093

Old code:829958

Sub :Our tender no: BCCL/PUR/560000/RC/SEC Wire/13-14/113 Opened on 07-03-2014

Ref: Your online offer through the portal of www.coalindiatender.gov.in against the subject tender and subsequent confirmations, the last being your letter no:KWW/14-15 dated 28.02.2015

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL hereby conclude rate contract for a period of 03(Three) years on you for supply of SEC WIRE of different sizes at the following terms and conditions. The duration of Rate Contract shall be for a period of (03) Three Years from the date of issue of Rate contract.

SL no	NIT SL no	Item description		Basic Price (Rs/Kg)
		Dia in mm	Dia in (SWG)	
1	1	0.180	36	611.00
2	15	1.80	15	595.00
3	26	1.90	14.5	595.00
4	27	2.00	14	595.00

(Handwritten marks)

TERMS & CONDITIONS:

1. **Basis of price:** The Prices indicated above is basic rate on Ex. Works basis but the contract will be on FOR destination basis. The prices, however, shall be variable as per the Price Variation Formula.

2. **Excise Duty and Cess:** Shall be paid extra at actuals as applicable at the time of supply within schedule delivery period against documentary evidence. Present rate of ED is @ 12.50%. CENVAT credit as admissible will be availed by BCCL.

3. **C.S.T. :** I) Concessional Central Sales Tax is payable extra as applicable. Present Rate is @ 2% against Form-“C”.

II) CST Form ‘C’ will be issued by the consignee.

4. **Price Variation:** The prices are based on HCL’s price of C.C. Rods (8 mm Standard) of Rs 493.90/Kg per kg as on January’2014. For every increase/decrease of Rs 1.00 per kg in the said price of C.C. Rod the price of the S.E. Copper wire shall increase/decrease by Rs. 1.07 per kg i.e the ratio of the price variation shall be 1:1.07. The basis for calculation of the final price shall be the price of Copper rod ruling in the previous month prior to the date of supply. The Price Variation shall be limited to a ceiling limit of limit of (+/-75%).

5. **Transit Insurance, Packing & Forwarding** – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

6. **Payment Terms** : 100% within 21 days after receipt & acceptance of materials or submission of bills whichever is later.

7. **Paying Authority:** HOD (Fin.)MM, BCCL, Koyla Bhawan/Area Finance Manager, All areas of BCCL or as specified in order.

8. **Delivery:** Within 4-10 weeks after reckoning period of 10 days from the date of issue of supply order.

[NOTE : You will ensure safe & sound delivery of stores at consignee’s end.]

However, keeping in view of our urgency, earliest delivery will be appreciated.

Delivery period shall be reckoned from 10th day of placement of order.

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

9. **Placement of Orders:** Orders against the rate contract shall be placed by Direct Demanding Officers as under:

- (i) GM (MM), BCCL, HQ, Koyla Bhawan or their authorized representative.
- (ii) CGM(E&M) BCCL HQ, Koyla Bhawan or their authorized representative

10. **Pre-dispatch Inspection:** – 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 @

[Handwritten signatures]

1.0% of total F.O.R. Destination price with service Tax of 12.36%, 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 you 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 you in spite 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 indicated 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

11. Validity of Rate Contract: Three years from the date of conclusion of the Rate contract. i.e. up to 12/03/2018

12. SECURITY DEPOSIT : You will be required to deposit as security money 10% of the value of the contract (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 you 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 .

13. 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 10%. *Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division*

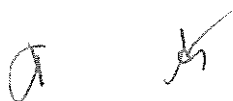
1.1 b) To purchase elsewhere, after due notice to you, on your account and risk the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or

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

14. 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.

15. Submission of Bills: 100% value of bill duly stamped, signed & pre-receipted in five copies, 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, Copy of Inspection Note of CMPDIL (If required) and other documents as per order (*Note - All documents to be submitted shall be duly authenticated*)

(No payment will be made without submission of Security Deposit).

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		
Tin No.:		
JST No.:		
CST No.:		
Circle / Sub		
Service Tax Regd. No:		
Central Excise Duty Regd. No:		
Range (Code):		
Division (Code)		
Commissionerate (Code):		
PARTICULARS OF BANK ACCOUNT:As confirmed by you in your offer		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Khaitan Winding Wire Pvt Ltd P-38, India Exchange Place,Opp. Ezra Street,Kolkata-700001
2		
	A. BANK NAME:	State Bank of India
	B. BRANCH NAME: (Including RTGS Code)	Commercial Branch RTGS code no:SBIN 0004125

Sh

d

ADDRESS:	8,N.S Road,Kolkata-700001
C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700002202 IFSC Code: SBIN 0004125
D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	30071065031

16. 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 immediately and replace the materials within 30 days free of cost.

17. Performance Bank Guarantee: Not Applicable**18. Force Majure Clause:**

If the execution of the supply order is delayed beyond the period stipulated in the 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.

19. Parallel Rate Contract: BCCL also reserve the right to buy any quantity outside the contract holders in case of urgent demand arising out any time during the contract period or to conclude parallel R/C with other Firms.

20. Price Certificate: You should submit a certificate along with bill as stated below:

" 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 ".

21. 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 in respect of the preceding Month. The proforma is appended below:

Supply order no & Date	Consignee Area	Quantity Ordered	Quantity Supplied	Remarks

22. Consignee: Depot officer, Central Stores, Ekra./Depot officer, Regional Stores of BCCL as specified in order.

Handwritten signatures

23.Off-take:

- (a) Total annual off-take value for different sizes of SE Copper Wire covered in the tender/NIT shall be Rs 130.00 Lakh and for three years the off-take value shall be Rs 390.00 Lakh.
- (b) Estimated off-take quantity for three years shall be 54 MT of different sizes of SE Copper Wire covered in the tender/NIT.

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

THE ESTIMATED OFF-TAKE IS TENTATIVE NOT FIXED AND IS NOT ANY ASSURANCE FOR THE QUANTITY TO BE ORDERED AGAINST THE RATE CONTRACT . ORDERS AGAINST THE RATE CONTRACT SHALL BE PLACED STRICTLY ON AS AND WHEN REQUIRED BASIS .

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONGWITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT DULY CONFIRMED VIDE YOUR OFFER AND SUBSEQUENT LETTERS.

This contract is concluded with the issuance of this order. We are enclosing 02(two) copies of the Rate contract, one of which should be returned to us duly stamped and signed. This issues with the approval of the competent Authority.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd. :

Niraj Kumar
12/03/15
(Niraj Kumar)
Sr.Manager(Excvn.)MM

A.D. Santhish
12/03/15
(A.D Santhish)
CM(MM)-III

Copy to:

1. Depot Officer, Central Store Ekra
2. HOD(Fin.) MM DIV, Koyla Bhawan.
3. GM(E&M)/C,BCCL, Koyla Bhawan.
4. CGM/GM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
5. Special Cell,CMPDIL,GondwanaPlace,Kanke Road,Ranchi
6. All Depot Officers . Regional Stores of BCCL
7. Area Finance Manager,All areas of BCCL
8. Technical Cell,MM Deptt,BCCL
9. Master File/Office Copy.
10. Mr.L C Singhi,IAS (Retd),L-31,Third Floor,Kailash Colony,New Delhi-110048

Annexure " A "Technical Specification

ISI MARKED POLYESTERIMIDE ENAMELLED ROUND COPPER WINDING WIRES, CLASS 180 grade II, with 99.9% purity Electrolytic grade copper as per IS 13730 (Part:-8) 1996 with latest amendment if any of following size

SL no	NIT SL No	Size in SWG	Sizes in mm
1	1	36	0.18
2	25	15	1.800
3	26	14.5	1.900
4	27	14	2.00

II. The following documents are required to be submitted at the time of supply:

1. Copy of the currently valid BIS Certificate 13730 (Part 8) (duly attested)
2. Manufacturer's Test Certificate.

Niraj Kumar
13/03/15
Sr. Manager(Excvn)MM

[Signature]
13/03/15
CM (MM)-III

Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
KoylaNagar
Dhanbad - 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, 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(Name of the Bank) 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(Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to 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 (Name of the Bank) 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 forebear 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 (Name of the Bank) lastly undertakes 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.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Datedday of
For Bank
Emp. Code.

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