

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

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/PUR/ 540000/RC/Spring Leave/09-10/ 230 Dt: 19.01.2012

To M/s. Ajay Industrial Corporation, P.B.No. 83, Industrial Area, Giridih – 815301.

Ref: i. BCCL Tender No: BCCL/PUR/540000/RC Spring Leaves/09-10/E-Tender/76 Opened on 10.11.10.

ii. Your offer No.AIC/1 DT 01.11.10 read along with subsequent correspondences and your last letter dated 15.01.12.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby conclude rate contract for a period of 02 years on you for supply of various type of leaf springs as per the enclosed annexure along with the price details at the following terms and conditions. The Annual Off take of the rate contract will be Rs. 6 Lakhs with duration of Rate Contract for a period of Two Years from the date of issue of R/C i. e from 19.01.2012 to 18.01.2014..Total Off Take for two years will be Rs.12.00 Lakhs.You will not supply Spring Leaves in Excess of the annual off take without prior approval from H.Q.

1.Scope of supply:-Various type of leaf springs with following Technical Specifications

Laminated steel spring of semi-elliptical section finally heat treated. The leaves are held together by a Central bolt and are prevented from lateral shifting by clips. The leaf spring shall confirm to the IS specification IS-1135-1973,.

<u>Material</u>: The steel confirmation to be designation of 50 Cr 1,50 Cr 1 V23,55S12 Mn90 and 65-S17 of IS 1570-1961. Any other spring steel having similar hardness, toughness and physical proportion are considered suitable for manufacturing of leaf spring as specified in IS:-1570-1961

Other Features.

- (a) Leaf spring should be as per general drawing of leaf spring assembly as per IS-1135-1973.
- **(b)** Clips and central bolts:- It will be provided by the manufacturer as suitable for leaf spring. Rebound alignment clips shall be provided on leaf spring
- **(c)** The leaf spring shall be protected against corrosion either by suitable rust inhibiting fluid.

DETAILS(Type) OF LEAF SPRINGS ALONG WITH BASIC RATE GIVEN IN THE ANNEXURE "A"

TERMS & CONDITIONS:

- 1. Prices: FIRM and FOR destination basis except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period. The Firm will certify on the body of each bill that the prices charged are the lowest and same are applicable to other Govt /Public Sector Undertakings ,including CIL and its Subsidiaries.
- 2.VAT:- VAT will be paid extra as applicable. Present rate of VAT is @10%.
- 3. Trade Marking: "Ajay" along with year of manufacturing on each Spring Leaf.
- 4. 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.
- 5.Packing&Forwarding: Inclusive.
- 6. Freight & Insurance: Nil
- 7. Excise Duty & Cess: Nil. If applicable ,the same will be borne by the firm.

DELIVERY SCHEDULE:--Within 30 to 60 days from the date of receipt of order against R/C.

NOTE: Safe arrival of materials shall be your responsibility.

- 7. Security Money: Firm being ancillary to BCCL not applicable.
- 8. Inspection Final inspection shall be carried out at the consignee end after receipt of materials.
- 9. Transit Insurance Shall be arranged and covered by you for safe arrival of the 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 .
- 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.

11. 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.
- 12 Submission of Bills- Pre —receipted stamped original bill for 100% value in Five copies along with delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents etc should be submitted to the Paying Authority through Consignee only.

13 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 21 days free of cost.

14 Packing: Consignment shall be supplied in non returnable suitable standard proper packing.

15 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.

- 16.DDO'S :- All General Managers of the Areas of BCCL,GM(Transportation) or their authorized representatives will be the D.D.Os. to operate this rate-contract in addition to Hq. MM Division .
- 17. Paying Authority- GM(F)MM,MM.Divsn.Koylabhawan.
- 18. Consignee:- As per Purchase Order
- 19.Monthly Statement:- To submit in duplicate a statement by the 1st week i.e7th of each month to the undersigned showing the supply position of the stores against the supply order indicating the positions aas on the last date of previous month as per the proforma given below:-

Sr no	Supply order no& date	Consignee details	Ordered QTY	Qty supplied	Balance qty	Remarks

20.Parralel 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.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH 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 2 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.

(Muni Lall) AM(MM) (A.K.Chaudhary) CM(MM)

Copy to:

- 1.All Area GMs (including Washery Division)
- 2.AFM(F), AM(MM), Depot Officer All Area including Washery Division
- 3.CGM(E&M), Koyla Bhawan.
- 4GM(Transport), Kalyan Bhawan, Jagjiwan Nagar.
- 5.SM(Tech Cell), MM Div, Koyla Bhawan.
- 7. Master File/Office Copy.
- 7.GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL .

ANNEXURE"A"

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
1	Tata s.e. front spring leaf assy.(L.H.& R.H.)for tata 1210D &1210S &S.E. Bus	70 x 11 mm	2574 3210 01 03 Or Equiv.	4780
2	Tata S.E. rear spring leaf assy. With helper(LH & RH)FOR TATA 1210D & 1210S & S.E.	80X13mm	2573 3240 01 01 Or Equiv.	11225
3	Tata S.E. rear spring leaf assy.(Without helper)for 1210D & 1210SE bus	80x13mm	042 320 17 0 63 Or Equiv.	8225
4	Tata helper assy. For tata 1210D & S & SE	80x13mm	042 320 06 10 3 Or Equiv.	2925
5	Front spring assy. Jeep(LH&RH) suitable for jeep old model & new model	45x6mm	0 31 699 Or Equiv.	1100
6	Rear spring assy. Jeep (LH & RH) for jeep old and new model.	45 x6mm	0 31 107 Or Equiv.	1100
7	Front spring leaf assy. Jeep F.C. (for FC 360)	60x6mm	0 31 107 Or Equiv.	2070
8	Rear leaf assy. jeep F.C.for FC 360 & jeep civil model.	60x6	03 1108 Or Equiv.	1885
9	Tata 407 front leaf assy.	70x7mm	2651 3210 01 11 Or Equiv.	3000
10	Tata 407 rear leaf assy.	70x11mm	2651 3240 91 28 Or Equiv.	4995
11	Front spring leaf assy. (15 leaves) Leyland comet 163" & 176"	Indicated in leaf	F 4535510 Or Equiv.	5555
12	Front spring leaf assy. (14 leaves) Leyland 203 WB 210 WB,80.81 model	Spring since	F 4534310 Or Equiv.	6360
13	Rear spring leaf assy.(15 leaves) Leyland 163"x176" WB		F 4535410 Or Equiv.	6565
14	Rear spring leaf assy. (14 leaves) Leyland 203" & 210" WB		F 4535610 Or Equiv.	8030
15	Rear spring leaf assy. (16 leaves) Leyland TUSKER Mark- II		F 4530210 Or Equiv.	8690
16	Helper spring leaf assy. Leyland suitable for 163"&203" &210"		F 4532810/4 Or Equiv.	1925
17	Helper spring assy. For jeep , Ambulance & cash van FC 360	60x6mm	031118 Or Equiv.	1335

FRONT TATA 1210S & D & SE MODEL

					UNIT
Sr.no.	Item description		Size	O.E. Part no.	BASIC PRICE(Rs)
31.110.	•				PRICE(RS)
A.	Front main leaf with bus	1210SE	70x11mm	042 320 01 013J Or Equiv.	805
В	Front second leaf		70x11mm	342 321 07 12 Or Equiv.	785
С	Front third leaf		70x11mm	2574 32 10 7116 Or Equiv.	595
D	Fourth leaf		70x11mm	342 321 07 13 Or Equiv.	545
E	Sixth leaf		70x11mm	342 321 07 14 Or Equiv.	380
F	Seventh leaf		70x11mm	342 321 07 15 Or Equiv.	315
G	Auxilury leaf		70x11mm	342 021 07 16 Or Equiv.	685

REAR SPRING LEAF (Suitable for TATA 1210D, 1210S,1210SE, Truck, Tipper & Bus)					
Sr.no.	Item description	Size	O.E. Part no.	PRICE(Rs)	
Α	Rear main leaf with Bush	80x13mm	2573 3240 01 03 Or Equiv.	1140	
В	Rear second leaf	80x13mm	2573 3240 71 02 Or Equiv.	1140	
С	Rear third leaf	80x13mm	2573 3240 103 Or Equiv.	915	
D	Rear fourth leaf	80x13mm	2573 3240 71 04 Or Equiv.	795	
E	Rear fifth leaf	80x13mm	2573 3240 71 05 Or Equiv.	690	
F	Rear sixth leaf	80x13mm	2573 3240 71 06 Or Equiv.	615	
G	Auxlury "A"	80x13mm		1025	
Н	Auxlury " B "	80x13mm		970	

HELPER SPRING LEAF Suitable For TATA 1210S & 1210SE

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
Α	Helper main leaf	80x13mm	2573 3240 71 12 Or Equiv.	785
В	Helper Second leaf	80x13mm	2573 3240 71 13 Or Equiv.	785
С	Helper third leaf	80x13mm	2573 3240 71 14 Or Equiv.	515
D	Helper fourth leaf	80x13mm	2573 3240 71 15 Or Equiv.	355
E	Helper fifth leaf	80x13mm	2573 3240 71 16 Or Equiv.	235

TATA 407 FRONT LEAF SPRING

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
Α	Front main leaf T 407	70x7	3651 3210 01 26 Or Equiv.	480
В	Front second leaf T 407	70x7	3651 3210 71 19 Or Equiv.	480
С	Front third leaf T 407	70x7	3651 3210 71 20 Or Equiv.	350
D	Front fourth leaf T 407	70x7	3651 3210 71 21 Or Equiv.	255

	TATA 407 REAR LEAF SPRING						
Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)			
Α	Rear spring main leaf T 407	70x10mm	3651 3240 71 29 Or Equiv.	745			
В	Rear spring second leaf T 407	70x10mm	3651 3240 71 30 Or Equiv.	745			
С	Rear spring third leaf T 407	70x10mm	3651 3240 71 31 Or Equiv.	585			
D	Rear spring fourth leaf T 407	70x10mm	3651 3240 71 32 Or Equiv.	525			
E	Rear spring fifth leaf T 407	70x10mm	3651 3240 71 33 Or Equiv.	430			

JEEP LEAF SPRING (Suitable for jeep old model & new model)

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
Α	Front main leaf jeep	45x6mm	010153-1 Or Equiv.	195
В	Rear main leaf jeep	45x6mm	010154-1 Or Equiv.	240
С	Rear second leaf jeep	45x6mm	010154-2 Or Equiv.	235

JEEP FC (AMBULANCE & CASH VAN)

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Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)		
	Front main FC 360	60x6mm	031107-1 Or Equiv.			
Α				490		
В	Front second FC 360	60x6mm	031107-2 Or Equiv.	395		
С	JeepFC rear main leaf(FC 360D)	60x6mm	031108-1 Or Equiv.	490		
D	JeepFC rear second leaf(FC 360D)	60x6mm	031108-2 Or Equiv.	400		

FRONT SPRING LEAF LEYLAND NEW 80-81 MODEL SUITABLE FOR 203 WB AND 165WB &210WB COMET TIPPER

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
	Front leaf	80x11mm	281758/1 Or Equiv.	
Α				670
В	Auxilury leaf	80x11mm	281758A Or Equiv.	555
С	Auxilury 3rd	80x11mm	281758/3 Or Equiv.	495
D	Auxilury 4th	80x11mm	281756/4 Or Equiv.	455
E	Auxilury 5th	80x11mm	281758/5 Or Equiv.	435
F	Auxilury 6th	80x11mm	281758/6 Or Equiv.	405
G	Auxilury 7th	80x11mm	281758/7 Or Equiv.	400
Н	Auxilury 8th	80x11mm	281758/8 Or Equiv.	315
I	Auxilury 9th	80x11mm	281758/9 Or Equiv.	310
J	Auxilury 10th	80x11mm	281758/10 Or Equiv.	245
K	Auxilury 11th	80x11mm	281758/11 Or Equiv.	150
L	Auxilury 12th	80x11mm	281758/12 Or Equiv.	130
М	Auxilury 13th	80x11mm	281758/13 Or Equiv.	130
N	Auxilury 14th	80x11mm	281758/14 Or Equiv.	125

25. SPRING LEAF Layland ,New Model,80-81 size 75x11 mm suitable for 203 WB , 165 WB and 210 VB.

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
А	Rear Main leaf	75x11 mm	287322/1 Or Equiv.	980
В	do 2nd	75x11 mm	287322/2 Or Equiv.	815
С	do 3rd	75x11 mm	287322/3 Or Equiv.	755
D	do 4th	75x11 mm	287322/4 Or Equiv.	710
E	do 5th	75x11 mm	287322/5 Or Equiv.	730
F	do 6th	75x11 mm	287322/6 Or Equiv.	650
G	do 7th	75x11 mm	287322/7 Or Equiv.	580
SPRING LEAF ASSEMBLY	do 8th	75x11 mm	287322/8 Or Equiv.	505
С	do 9th	75x11 mm	287322/9 Or Equiv.	400
D	do 13th	75x11 mm	287322/13 Or Equiv.	150
E	do 14th	75x11 mm	287322/14 Or Equiv.	145
F	do 15th	75x11 mm	287322/15 Or Equiv.	100

26. Front spring leaf Leyland old Model i)MAIN –3"x3/8"

- ii) -do-- 2 to 13-3'x11/32'
- iii)-do-14 to 15-5/16'

(suitable for Leyland Comet 176WB& 163WB Comet Tippers)

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
	Front Main Leaf	3"x3/8"	516649/1 Or Equiv.	
Α				735
	Front 3rd Leaf	3"x3/8"	516649/3 Or Equiv.	
С				590
D	Front 4th Leaf	3"x3/8"	516649/4 Or Equiv.	465
E	Front 5th Leaf	3"x11/32"	516649/5 Or Equiv.	435
F	Front 6th Leaf	3"x11/32	516649/6 Or Equiv.	400
G	Front 7th Leaf	3"x11/32	516649/7 Or Equiv.	360
Н	Front 8th Leaf	3"x11/32	516649/8 Or Equiv.	325
I	Front 9th Leaf	3"x11/32	516649/9 Or Equiv.	280
J	Front 10th Leaf	3"x11/32	516649/10 Or Equiv.	260
K	Front 11th Leaf	3"x11/32	516649/11 Or Equiv.	235
L	Front 12th Leaf	3"x11/32	516649/12 Or Equiv.	185
М	Front 13th Leaf	3"x11/32	516649/13 Or Equiv.	155
N	Front 14th Leaf	3"x15/16"	516649/14 Or Equiv.	125
0	Front 15th Leaf	3"x15/16"	516649/15 Or Equiv.	95

28.Helper Spring Leaf(Leyland)

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
A	Helper Main Leaf	3"x5/16"	281768/H1 Or Equiv.	425
В	Helper 2nd Leaf	3"x5/16"	281768/H2 Or Equiv.	380
C	Helper 3rd Leaf	3"x5/16"	281768/H3 Or Equiv.	325
D	Helper 4th Leaf	3"x5/16"	281768/H4 Or Equiv.	315
E	Helper 5th Leaf	3"x5/16"	281768/H5 Or Equiv.	170
F	Helper 6th Leaf	3"x5/16"	281768/H6 Or Equiv.	115

29. Spring Leaf Assembly:- Suitable for Leyland Comet 176&163 WB Comet Tipper

Sr.no.	Item description	Size	O.E. Part no.	UNIT BASIC PRICE(Rs)
	Rear Main Leaf	3"x5/16"	281768/1 Or Equiv.	
А				815
В	2nd	3"x5/16"	281768/1 Or Equiv.	835
С	Auxilliary	3"x5/16"	281768/A Or Equiv.	715
D	3 rd	3"x5/16"	281768/3 Or Equiv.	695
E	4th	3"x5/16"	281768/4 Or Equiv.	650
F	5 th	3"x5/16"	281768/5 Or Equiv.	600
G	6th	3"x5/16"	281768/6 Or Equiv.	540
Н	7th	3"x5/16"	281768/7 Or Equiv.	495
1	8th	3"x5/16"	281768/8 Or Equiv.	440
J	9th	3"x5/16"	281768/9 Or Equiv.	345
K	10th	3"x5/16"	281768/10 Or Equiv.	330
L	11th	3"x5/16"	281768/11 Or Equiv.	225
М	12th	3"x5/16"	281768/12 Or Equiv.	220
N	13th	3"x5/16"	281768/13 Or Equiv.	165
0	14th	3"x5/16"	281768/14 Or Equiv.	160

AM(MM) CM(MM)