

	<p align="center"> <b>BHARAT COKING COAL LIMITED</b>          ( A Subsidiary of Coal India Limited )  <b>Office of the General Manager (MM)</b>  <b>Materials Management Department</b>  <b>Commercial Block L-III, KOYLA BHAWAN, KOYLA NAGAR</b>  <b>DHANBAD - 826005 (JHARKHAND)</b>          (Fax No- 0326-2230183)       </p>
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Reference: BCCL/PUR/I&S/Transportation/RC/Part-II/2010-11/46      Date: 20-06-2011

**RATE CONTRACT**

Regd. Post/Speed Post

To,  
 To,  
 M/s B. K. Traders,  
 "Yaden House"  
 Near College More,  
 Hill Colony,  
 KULTI-713343  
 Burdwan,(West Bengal)

e-mail:bktrader@rediffmail.com

**Subject: Rate Contract for Transportation of Iron & Steel materials**

Our Ref.,:-**Tender No. BCCL/ PUR/ I&S/ Transportation/ RC/Part-II/10-11/88 dated 17-11-10 opened on 28-12-2010**

Your Ref.,:- **Your offer no. MBKT/Trans/k/1011/174 dated 28-12-2010 and subsequent letter no.165 dated 14-02-2011; 175 dated 05-03-2011 & 075 dated 02-05-2011**

Dear Sir,

With reference to above, we are pleased to enter in to Rate Contract with you for transportation of iron & steel material from Burnpur Stockyard of M/s SAIL, as per following terms & conditions:-

Route No.	From	To	Trailer Rate
5	SAIL , Burnpur Stockyard	All consignee Areas namely – Barora, Block-II, Govindpur , Katras , Sijua, Kusunda, P.B.Area, Kustore, Bastacolla, Lodna, E.J.Area – Bhowra, W.J.Area- Moonidih, <b>Central Stores –Jealgora/ Ekra</b> , Ropeways, Civil Store- Koyla Nagar , Western Washery Zone –(Mahuda, Dugdha, Barora and Moonidih) , Eastern Washery Zone- (Sudamdih , Bhojudih ,Patherdih ) , Madhuban Washery .	• 495.00 Per MT

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**Important Terms and Conditions:-**

1. The above rates are inclusive of unloading of materials by transporter at consignee's end.
2. **MINIMUM LOAD:-**For Trailer minimum load will be 18 MT. If the transporter carries less than 18 MT due to reason not attributable to BCCL the payment will be made for the actual quantity transported.
3. **VALIDITY:-** Contract shall remain valid for a period of TWO YEARS with effect from the date of issue of this contract.
4. **SECURITY MONEY:-**
  - (i) The firm will have to furnish Security Deposit within 15 days from the date of receipt of the Contract for value Rs. 50,000/- in the form of Bank draft OR Bank Guarantee valid for Contract Period.
  - (ii) As the demand draft No. 650704 dated 26-12-2010 for Rs. 10,000/- is deposited along with your quotation as E.M.D., it will be retained as part of Security Deposit and thus the firm is required to submit Bank Draft of amount Rs.40,000.00 only. However, if the firm submits Bank Guarantee of full value of Security Deposit i.e. of Rs. 50,000.00 valid for Contract period, the EMD amount of Rs.10,000.00 may be refunded to the firm after acceptance of confirmation from the issuing Bank.
  - (iii) The Security Deposit will be refunded only after successful completion of the contract.
5. **SUBMISSION OF BILLS:-** After unloading the materials at consignee's end, the bills in triplicate indicating the quantity transported by Trailer duly receipted by the Depot Officer on the body of the bills should be submitted to the office of the GM(Finance)MM, for payment, in addition to original Invoice (all referred documents) of the consignor.
6. **PAYING AUTHORITY:-**GM(Finance)MM, BCCL, Koyla Bhawan, Dhanbad
7. **PAYMENT TERM :-**100% payment will be made against your bills and receipted challan duly signed by the Depot Officer of respective Regional Stores/Central Stores by the Paying Authority within 30 days of submission of Bills.
8. **RATE:-** The rates will be FIRM during Contract Period.
9. **WEIGHMENT VARIATION:-**Tolerance (-) 1% for short receipt will be allowed to compensate the variation between two weigh bridge (i.e. stock-yard and BCCL Stores). However, if the shortage exceeds 1% the full value of shortage quantity will be recovered from you.
10. **LOADING CHARGES:-**No loading charges are payable as loading is done by respective stock-yard free of cost.
11. **Other terms & conditions:-**
  - a) Under no circumstances, the contractor will sub allot contract of transportation. In such an event the contractor would be liable for termination and forfeiture of security money.
  - b) The firm will be required to place Trailer within 24 Hours of notice by the Depot Officers and even earlier at short notice in exceptional cases.
12. **OPERATION OF THE RATE CONTRACT:-**Order for the transportation of materials will be given from the Office of the General Manager (MM), Koyla Bhawan, Dhanbad and the Depot Officer, Central Stores, Ekra.

13. It should be the responsibility of the contractor to maintain a fleet of transport vehicles in running condition for the Contract Period and ensure payment of all taxes, statutory charges in time and observe all laws relating to Motor Vehicles such as:-

- i. Registration Book of Vehicles.
- ii. Valid Insurance Certificate
- iii. Valid Road Tax Token
- iv. Certificate of Fitness of Vehicles from the Registration authority.
- v. Valid Road Permit

14. The transporters will ensure safe delivery of the consignments (Iron & Steel Materials) to the consignee. If there will be any shortage, the transporters will be liable to reimburse the total value of short materials. This clause will not be applicable on weight variation of minus 1% given in clause (9) above.

**15. Specific performance of the contract:-**

The contractor/s would ensure transportation and delivery of Iron & Steel materials to different consignee in accordance with the delivery schedule provided to him and the terms and conditions of the contract enumerated herein. If for any reason, the contractor/s fails to lift the required quantity from any stockyard agencies within the stipulated delivery time and fails to comply with any of the terms and conditions enumerated therein and in default thereof the company would be at liberty to take the following recourse:-

15.1 To appoint another contractor readily available for transporting Iron & Steel materials from stockyards. The extra cost incurred for getting the Iron & Steel materials transported would be deducted from the defaulting contractor/s running bills/security amount lying with companies claim and damages whatsoever from the contractors. In the event of such premature termination of the contract the contractor will not be allowed to do any contract work with the company.

16. Procedure to be followed for transportation:- Procedure laid down by the company and intimated from time to time to ensure proper control with respect to movement of Iron & steel materials if any shall be binding on the contractor/s. Since steel is a scarce commodity and not easily available by the manufacturers and our requirement is urgent, any loss in transit will not be acceptable and will have to be made good by the same specification within 5 days time of the detection of such loss. Failing this the company shall reserve the right to buy the same material from the open market and to recover the amount spent on repurchase from your company or with your sister concerns. This will be in addition to forfeiture of the security deposit. It will be however, without prejudice to our right as per terms of the contract.

**17. On statutory operation:-**

In case any license is required under the provision of labour regulation and abolition act 1970 and Central Rule 1971 or under any other Act/s and Rule/s (With latest amendment) in force, the contractor/s shall obtain such license at his own cost and abide by the provisions contained therein.

**17.1 Payment of taxes :-**

17.1. The contractor would duly and punctually pay all dues towards Road Taxes, goods tax, any other taxes payable under any of Act/s.

**17.2. Labour wages:-**

All wages payment and benefits allowed under statutes and rules framed there under, award wages Board's recommendations any other benefits as would be applicable shall be paid by the contractor to the workers/labourers employed by them for the work. Under normal circumstances the company shall not make any payment to the worker employed by the contractors. In case, however, the contractor defaults to make proper payment to his workers, the company shall discharge the contractor's liability and shall recover the involved amount from the contractor's bills and security deposit. The contractor shall have no objection to this.

**18. Compliance of Labour Laws: -**

The contractor and his workmen shall abide by all statutory Acts, rules and regulations by laws etc. applicable and are in force from time to time in the coal Mines and also abide by all the instructions and directions given by Company Officials. The tenderer shall also responsible for submission of any returns documents if so required under any Rules framed here under:-

18.1 Deployment / Retrenchment / Dismissal

18.2 The contractor shall make his own arrangement for an accommodation of his office, staff and also for the workman employee by him, All working tools, shall be supplied and arranged by contractor at his cost.

18.3 The contractor will recruit and employ his workmen for the execution of his contract work and will also discharge, dismiss, transfer, control or otherwise deal with them. The contractor will have to leave the place or work with all the workers employed by them after the contract has been completed/terminated. The contractor shall have to pay the cost of retrenchment, layoff compensation etc. to his workman.

18.4 The tenderer shall be responsible in case of any accident, injure etc .to his workman and pay them compensation amount as fixed under workman's compensation Act, 1923 and Rules of any amending act.

**19. Changes in terms & conditions: -**

Any items in the above terms and conditions can be reviewed and altered to ensure smooth running of the contract at the sole discretion of the BCCL and the Contractor shall have no objection whatsoever.

20. All disputes are subject to Dhanbad Court Jurisdiction only.

Yours faithfully,

( Mihir Chandra)  
Sr. Manager (MM)-P&C

CC To,

1. Depot Officer, Central Stores, Ekra
2. GM(Fin.)MM, M. M. Department, Koyla Bhawan
3. Technical Cell
4. Office copy
5. Dispatch copy