



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

**Under jurisdiction of Dhanbad  
Court and Jharkhand High Court only.**

**RATE CONTRACT**

**BY REGD.POST / SPEED POST**

Ref no: BCCL/Pur/570000/RC/Computer Consumable/Grp A&G/10-11/66 Date:  
27.06.2011

To  
M/s Hue Service ,  
Room No. -17, Urmila Tower,  
Bank More , Dhanbad – 826001  
Ph. – 0326 – 2307432.  
(Vendor Code: )

**Sub: Rate Contract for Computer Consumables.**

**Ref. i) BCCL Tender No: BCCL/Pur/570000/RC/Computer  
Consumable/Grp A&G/10-11/82 dt.17.12.2010**

**ii. Your offer No HSD/BK/BCCL/Pur/RC//Comp-Cons/10-11/070A  
dt. 10.01.2011. read along with subsequent correspondences and  
Your last letter dated 25.04.2011.**

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby enter in to a rate Contract with you for supply of Computer Consumables to Bharat Coking Coal Limited., situated in Jharkhand State at the following price, terms and conditions:

**RATE CONTRACT:** This is a Rate Contract wherein the quantity to be procured during the currency of this rate contract is not fixed and will be on as when required basis.

**VALIDITY OF RATE CONTRACT:** This Rate contract shall remain valid for a period of ONE YEAR from the date of issue i.e. 27.06.2011 to 26.06.2012. (Both days inclusive)

**DESCRIPTION OF STORES:**

Sl No.	Item Description	Unit Rate
1.	CD- R IX - 52X compatible media in slim single jewel case Make – Moser Bear	<b>19.45</b>
2	USB Pen drive 8GB case. Make – i Ball	<b>583.10</b>
3	Cat 5e UTP Information Outlet with Surface Mounting Box. Make - Digilink	<b>222.75</b>

PRICES: The prices are Firm & FOR destination basis

EXCISE DUTY: Not applicable.

SALES TAX: Sales Tax @ 4% extra.

ANNUAL OFF – TAKE VALUE: **Rs.563282.20**

DELIVERY PERIOD: within 15 days from date of order.

PAYMENT TERMS: 100 % payment shall be made within 30 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.

PAYING AUTHORITY: FM (Pay) I/c, Koyla Bhawan .

SECURITY MONEY: You will deposit Security Money in the form of Bank Draft/ Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad for 10% value of the annual off- take value of Rate Contract within 15 days from the date of this Rate Contract and the validity of BG will be for a period of 3 months beyond expiry of Rate Contract. If you fails to deposit security deposit within 15 (fifteen) days from date of contract , the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other panel action as may be deemed fit by BCCL.

INSPECTION: Inspection shall be carried out at Consignee's end by GM (System) or his authorised representative.

TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

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.

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.

**SUBMISSION OF BILL:** Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

**GURANTEE /WARRANTY:** Item sl. no1&3 shall be covered under guarantee/warranty as per standard norms of manufacturer and item sl. no.2 shall be covered under guarantee/warranty for a period of 2 years from date of supply. Materials should be free from any manufacturing defect. If any defect is found in the materials you will have to arrange for replacement of the same free of cost immediately within 30 days from the date of receipt of complaint.

**PACKING:** Consignment shall be supplied in suitable standard proper packing.

**FORCE MAJEURE 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.

**CONSIGNEE:** GM(System), Koyla Bhawan.

**DIRECT DEMANDING OFFICER :** GM(Pur), Koyla Bhawan / GM(System) Koyla Bhawan or their representative.

**ISSUE OF ROAD PERMIT:** Road Permit if required may be obtained directly from the Consignee under intimation to this office. **ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY**

This contract is concluded with the issuance of this Rate Contract. We are enclosing 2 copies of the Rate Contract, one of which should be returned to us duly stamped and signed. These issues with the approval of the Competent Authority.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(L K Jha)  
CM(MM)

Copy to:

1. GM (System), Koyla Bhawan.
2. FM(P) I/C, Koyla Bhawan.
3. MM(Tech Cell), MM Div, Koyla Bhawan.
- 4 Master File/Office Copy.