



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Commercial Block L-III , Koyla Bhawan
Koyla Nagar Dhanbad : 826 005

Phone: (0326)2230181
Fax: (0326)2230183
Under Jurisdiction of
Dhanbad Court and
Jharkhand High court only

Ref: PUR/200000/RC/Spares for EKG 4.6/5 cubic mtr shovel/11-12/ 116

Dated : 19.09.2012

To,
M/s. United Engineers,
1/1a VANSITTART Row,
1st Floor, Kolkata 700001

REGISTERED POST
(RATE CONTRACT)

Fax: 033 22480093

Sub : Rate contract for supply of spare parts for EKG 4.6/5 Cubic Mtr shovels.

Ref : Tender No. PUR/200000/RC/Spares for EKG 4.6/5 Cum Shovel/11-12/domestic/e-tender/ 33 opened on 02.08.2011 and Your offer no. nil dated 22.07.11 and subsequent letters no 108 dt 20.07.12 & 122 dated 21.08.12

Dear Sir,

With reference to above we ,for and on behalf of BCCL, are pleased to enter into Rate Contract with you for supply of spare parts for EKG 4.6/5 Cubic Mtr shovels as per the specifications & rates and terms and conditions stipulated hereunder :-

1)Scope of Supply :

NIT Sl no	Part number	Description	Basic Price (Rs)
9	1003.09.241/1040.09.203	DISTANCE BUSHING	462.00
32	1002.11.120/1040.03.706	PIN	133.00
34	1003.01.304/1040.01.304	PIN	1566.00
46	1006.01.203/1040.01.203	PIN	215.00
47	1006.18.303/1040.18.302	GUIDE PIN	575.00
51	1003.03.297/1040.03.217	CROWD SHAFT	135912.00
54	1004.19.04	SHAFT (10 SPLINES)	29925.00
56	1006.03.211/1040.03.258	PINION SHAFT	28791.00
58	1006.18.140- 1/1040.18.004	PINION SHAFT (No of teeth 13 & 8)	4284.00
59	1006.18.157/1040.18.074	SHAFT	31248.00
69	1006.03.203/1040.03.306	TOP SLIDE	9583.00
73	1040.19.012	RETAINER (8 HOLES)	1741.00

74	1040.19.024	RETAINER (8 HOLES)	1437.00
75	1040.19.011	RING (8 HOLES)	1007.00
76	1040.19.025	RING (8 HOLES)	703.00
77	1040.18.350	HYDRAULIC CYLINDER	4800.00
83	1004.19.16	RETAINER (4 HOLES)	1741.00
85	1004.19.40	RETAINER (4 HOLES)	1437.00
87	1005.02.03/1040.02.029	STOPPER BOLT M 42 X 570	1188.00

Terms and Conditions

2)Prices: Prices shall be firm and FOR destination basis inclusive of packing forwarding .Freight and insurance charges up to destination shall be absorbed by the firm..

3)Excise duty and Ed cess : Nil

4)CST : CST Extra @ 2% against form 'C'.

5)Period of contract: The Rate Contract shall remain valid for a period of **two years** from the date of issue of contract.

6)Delivery: To be completed within 60 days from the issue of the of the purchase order .

7)Fitment guarantee: the Firm will certify that spares supplied would be suitable for fitment in the EKG 4.6/5 cubic mtr shovel without any alteration ie addition or deletion .The design of the items are exactly as per OEM specification.

8)Identification : The items to be supplied should have suitable identification mark/tag on non wearing surface.

9)Warrantee: For item SI no **1 to 50 and SI no 68 to 90** of Tender, the warrantee shall be as follows:

The firm Shall be fully responsible for the manufacturers warrantee in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the EKG 4.6/5 cub mtr shovels, for a period of 3000 working hours or 12 months from date of fitment or 18 months from the date of acceptance at our stores ,whichever is earlier. The firm shall have to replace all such defective spares free of cost within 30 days of intimation of the failure, within the warrantee period, by the end user.

For item **SI no 51 to 67** of Tender the warrantee shall be as follows:

The firm Shall be fully responsible for the manufacturers warrantee in respect of proper design, quality and workmanship of the parts, the correctness of the parts and their proper fitment to the EKG 4.6/5 cub mtr shovels, for a period of 5000 working hours or 24months from date of fitment ,whichever is earlier. The firm shall have to replace all such defective spares free of cost within 30 days of intimation of the failure, within the warrantee period, by the end user.

10)D.D.Os: Orders against this Rate Contract shall be placed as and when required by the DDOs as detailed here under:

GM (MM) BCCL, Koyla Bhavan or his authorised rep. and GM (Excv) BCCL, Koyla Bhavan or his authorised rep.

Note : Orders are to be placed strictly against approved and duly concurred indent/ Material Budget.

11)Payment terms: 100% within 30 days of the receipt and acceptance of goods at consignee's end or from the date of receipt of Bill, whichever is later. Payment shall be made by Electronic Fund transfer.

12)Paying Authority: GM (F) (Pur-Fin), BCCL, Koyla Bhavan .

13)Consignee: Depot Officer, Central Stores, Jealgora.

14)Submission of Bill: 100% Pre receipted bill along with receipted challan certificates specified in the order and authenticated copies of all other documents specified in the contract/order certificate duly pre-receipted should be submitted to the Paying Authority through the Consignee.

a) Supplier shall have to submit bills (seven copies) to the consignee along with the consignment and challan with the requisite documents specified in the order, if any.

b) The consignee shall then send SR notes , challan, Inspection note and five copies of bills (including the original) and any other requisite documents as per supply order to the paying authority.

14)Penalty for failure to supply in time & Price Fall: As per Appendix 1.

15)Jurisdiction: For all disputes arising out of this contract, the jurisdiction shall be in the court of Dhanbad, Jharkhand. The work under this contract will also be governed by the General Terms and Conditions stipulated by Bharat Coking Coal Limited.

16)Parallel Rate Contract: Bharat Coking Coal Limited, Dhanbad reserves the right to conclude parallel RCs with other firm(s) and also reserves the right to buy any quantity outside the contract holders in case of urgent demand arising out of any time during the contract period.

Inspection: By the user at Consignee's end.

17)Mode Of Despatch: By road on freight paid basis.

18)Price Certificate: The firm will certify on the body of all the Bills /Invoices that the prices charged are the lowest and same as applicable to all Govt. dept./Public Sector Undertaking including CIL and its subsidiaries.

19)Integrity pact : Applicable as per NIT

20)Monthly Statement of Delivery: You are requested to submit a statement in duplicate by the 5th of every month to the undersigned showing the supply order, indicating the position on the last date of previous month, in the proforma given below:

Sr. No.	Supply orders No. & Dt.	Consignee's name & address	Qty. ordered (Item & value wise)	Qty. supplied (item & Value wise)	Balance to be supplied (item & value- wise)	R E M A R K
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21)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 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. 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:

- a) 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 fifteen 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.
- b) 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.
- c) 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.

22) Security Deposit(SD) :- Exempted being registered with NSIC.

23) Inspection & Tests:- i)The purchaser of its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s) , all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

24)Road Permit: If required Road Permit may be obtained from the consignee

25)Risk Purchase : In the event of failure to deliver the items within the stipulated date/period of the rate contract , or in the event of breach of any of the terms and conditions mentioned in the rate contract ,BCCL has the right to procure the items from elsewhere after due notice to you at

your risk and cost. In the event of failure as detailed above ,the cost as per risk purchase exercise may be recovered from the bills against any other bills pending in BCCL and also in any other subsidiaries company /Coal India Ltd

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

N.B:- This Rate contract is issued with the concurrence of D(F),BCCL vide dairy no 2/625 dated 11.09.12 and approval of CMD , BCCL.

Two copies of order are being forwarded to you. You are advised to confirm the receipt of acceptance of the Rate contract within 15 days from failing which this contract shall be deemed to have been accepted for execution.

Encl: **1) Appendix – I**

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

(A.D.Santhish)
Chief Manager (MM)

CC:

1. GM(Excv), BCCL, Koyla Bhavan- GM (Excv) is requested to ensure that total off take against all the RCs for supply spares for EKG 4.6/5 Cum should not exceed Rs 300.00 Lakhs per Annum.
2. GM(F)MM (Pur-Fin), Koyla Bhavan,BCCL,Dhanbad-
3. Depot Officers, Central Stores, Jealgora, BCCL, Dhanbad
4. Tender Cell, MM Division, BCCL, Koyla Bhavan
5. Independent External Monitor :Mr Ashok Kumar Chakraborty, (Retired Judge), BB-69 , Sector-I, Salt Lake,Kolkata-700064 will be independent external monitor against it.
6. GM(MM), CCL/ECL/WCL/SECL/MCL/NCL

