



**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)**

RATE CONTRACT NO. BCCL/PUR/RC /HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD/13-14/STE/48/16 DATED 10.12.13

To,

M/s MINESOURCE INDIA,  
13C, JABAKUSUM HOUSE  
34, CHITTA RANJAN AVENUE, 2<sup>nd</sup> FLOOR  
KOLKATA-700012

By Regd post

(Vendor Code: 1/12/D/T/226)

**SUB: RATE CONTRACT FOR SUPPLY OF HP MAKE MULTIFUNCTION CATRIDGE& OFFICE JET PRINTER HEAD**

REF:i)OUR E TENDER NO. BCCL/PUR/RC /HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD/13-14/STE/48 DATED 02.09.13 FOR HP MAKE HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD, OPENED ON 23-09-2013 (OFF LINE) and 24-09-2013 (ON LINE )

ii)Your offer no. MSI/BCCL(HP Toner & P head)/dks/13-14/223 dated 20.09.13

iii)Our letter no. BCCL/PUR/RC / HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD/13-14/STE/48/4255 dated 22.10.13

iv)your letter no. MSI/BCCL(HP Toner & P head)/dks/13-14/298 dated 25.10.13

v)Letter no.HP/BCCL/Kol/catridge/13-14 Dated 07.09.2013,no.152 dated 26.10.2013 of M/S Hewlett Packard Sales Pvt Ltd,Kolkata

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby enter into a RATE CONTRACT with you for Supply of HP MAKE HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD at the rates and scope of supply as indicated under and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

This is a rate contract wherein the qty to be procured during the currency of the contract is not fixed and will be on as and when required basis. The rates against the contract are fixed for a period of ONE year from the date of conclusion of RC ie from 10.12.13 to 09.12.14 (both days inclusive).

Contd.P/2

10/12/13

10/12/13



RATE CONTRACT NO. BCCL/PUR/RC/HP MULTIFUNCTION CATRIDGE&amp; OFFICE JET PRINTERHEAD/13-14/STE/48/16 DATED 10.12.13

SL NO.	NIT SL.NO	ITEM DESRIPTIONS	UM	UNIT RATE (RS)
1	1	Printer Catridge for Multifunction HP Laser Jet Printer model 1536dnf MFP Part no.CE278A/78A	Nos	4800.00
2	2	Printer head for HP6000 Office jet printer	Nos	4200.00

**TERMS AND CONDITIONS:**

**1.PERIOD OF RATE CONTRACT:**The rate contract shall remain valid for a period of One year from the date of issue ie from 10.12.13 to 09.12.14 (both days inclusive).

**2.PRICES:** The above prices are on FOR destination basis inclusive of Packing& Forwarding and Freight & Insurance Charges and the prices will remain firm and fixed for a period of one year from the date of conclusion of RC ie upto 09.12.14

**3.EXCISE DUTY:** Nil.In the event the same is applicable during the pendency of the contract the same shall be borne by you.

**4.SALES TAX:**CST shall be payable extra,as applicable at the time of delivery within the stipulated delivery period.The present/offered applicable rate of CST is @5%.

**5.DELIVERY PERIOD:** The materials shall be delivered within six weeks from the date of the placement of supply order against the rate contract.Delivery schedule shall be reckoned from the 10thday from the date of placement of supply order and the date of receipt of materials at our stores shall be treated as the date of delivery.

**6.PAYMENT TERMS:**100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill by the consignee,whichever is later.The Bank and account details as per proforma duly filled in submitted by you alongwith the offer is enclosed for EFT payment.

**7.CONSIGNEE:** GM(System),Koyla Bhawan, Dhanbad as shall be indicated in the supply order.

**8.PAYING AUTHORITY:** CM(F)PAY I/C,BCCL, Koyla Bhawan .

**9. COMPOSITE GUARANTEE / WARRANTY** - The supply shall be covered by the Manufacturer's standard guarantee as follows:

The supplier shall warrant that the equipment/stores supplied under the contract / supply order  
(a)is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete stores for a period of 12months from the date of commissioning or 18months from the date of receipt and

Contd.P/3



RATE CONTRACT NO. BCCL/PUR/RC /HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD/13-14/STE/48/16 DATED 10.12.13

acceptance, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. You will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment/stores so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment/stores. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

**10. SECURITY DEPOSIT:** You shall deposit as security money for Rs 65,000.00 (Rupees Sixty five thousand only) i.e 10% of the approximate offtake value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee (as per format available alongwith the NIT) within 15 days from the date of RC. The validity of B.G. will be for a period of 15 months from the date of conclusion of Rate contract. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from the date of Rate contract, 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. For successful tenderers, the Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. Your EMD submitted alongwith the offer shall be refunded on submission of confirmed Security deposit.


**11. PERFORMANCE BANK GUARANTEE (PBG)-** PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of warranty period i.e for Rs 65,000.00 (Rupees Sixty five thousand only) i.e 10% of the approximate offtake value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in the form of Bank Draft /Bank Guarantee (as per format available alongwith the NIT) (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The validity of B.G. will be for a period of 15 months from the date of conclusion of Rate contract. The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D.

## **12. Inspection and Tests:**

i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to

Contd.P/4

10/11/17





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) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), 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 date, 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 either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

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

vii) 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.

**Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.**

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

**14. PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk Purchase clause:** 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 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 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

Contd.P/5

10/12/13  
10/12/13



RATE CONTRACT NO. BCCL/PUR/RC/HP MULTIFUNCTION CATRIDGE& OFFICE JET PRINTERHEAD/13-14/STE/48/16 DATED 10.12.13

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 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 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.

#### **15.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.
- A certificate to this effect shall be submitted by you alongwith the supply bill.

**16.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 as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

Contd.P/6

10/12/13  
10/12/13

RATE CONTRACT NO. BCCL/PUR/RC/HP MULTIFUNCTION CATRIDGE&amp; OFFICE JET PRINTERHEAD/13-14/STE/48/16 DATED 10.12.13

**17.PACKING:** Consignment shall be supplied in suitable standard proper packing.**18.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.**19.DIRECT DEMANDING OFFICER(DDO):** Supply orders against this contract shall be placed by GM(MM) /HOD(System) or his authorised representative against approved and financially concurred requirement.**20.LOWEST 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"

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

Yours faithfully,

(Niraj Kumar)  
Sr Mgr(Excv)(MM)

(C R Samantray)  
Chief Manager(MM)  
For & on behalf of Bharat Coking Coal Ltd.

COPY: M/S Hewlett Packard Sales Pvt Ltd,DLF IT Park,Block A-F,Tower C,Newtown,Rajarhat,Kolkata-700156

1. GM(System), Koyla Bhawan
2. GM(F),MM , Koyla Bhawan.
- 3.CHIEF MANAGER(F)PAY I/C BCCL HQ, Dhanbad.
- ✓ 4.MM(Tech Cell), MM Div, Koyla Bhawan.
- 5.IEM: Justice Ashok Kumar Chakraborty (Retd),BB-69, Sector I Salt Lake, Kolkata – 700 064
- 6.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL
- 7.MF/Office Copy

*This issues with the concurrence and approval of the competent authority.*

Niraj Kumar  
10/12/13  
Sr Mgr(Excv)(MM)

Chief Manager(MM)