

COAL INDIA LIMITED

(A MAHARATNA COMPANY)

Coal Bhawan,

Materials Management Division

Premises No.04, Action Area 1A,

New Town, Rajarhat, Kolkata – 700 156

PHONE:033-2324 4127, FAX: 033-2324 4115

Website : www.coalindia.in, E mail : edmnc.cil@coalindia.inकोयला इण्डिया लिमिटेड
(महाराज कंपनी)

कोयला भवन

सामग्री प्रबंधन विभाग,

परिसर संख्या ४, एक्शन एरिया १ए

न्यू टाउन, राजरहाट, कोलकाता- ७००१५६.

फोन : ०३३-२३२४ ४१२७, फैक्स : ०३३-२३२४ ४११५

वेबसाइट: www.coalindia.in, ई मेल: edmnc.cil@coalindia.in**Reserve Running Contract No.**

CIL/C2D/Cart. Expl. & Accs./2021-23/CDET/205

Date: 07.06.2021

M/s. CDET Explosive Industries Pvt. Ltd.

3rd Floor, Chaitanyanand Heights,

78, Shivaji Nagar,

Nagpur – 440 010

Maharashtra

email: sales@cdetexplosives.comvkagrawal@cdetexplosives.com

Phone No.: 0712-2249121

Fax No.: 0712-2247480

Sub: Supply of Cartridge Explosives & Accessories to all subsidiaries of CIL & NEC

Ref: i. Open e-tender no. CIL/C2D/Cart. Expl. & Accs./2021-23/369 dated 04.03.2021 and associated LTE no. 369(A); dated 26.05.2021 and opened on 01.06.2021

ii. Your offer no. VKA/CIL/2020-23/260 dated 18.03.2021 submitted vide Bid ID 647591 against tender no. 369 dated 04.03.2021, VKA/2021-22/CIL-LD/42 dated 28.05.2021 submitted vide Bid ID 665158 against tender no. 369(A) dated 26.05.2021 and all subsequent correspondence

Dear Sirs,

With reference to the above, we are pleased to enter into a **RESERVE RUNNING CONTRACT (RRC)** with you for supply of **LD Explosives (Column & Booster)** to all subsidiary companies of Coal India Limited and NEC, at the following prices, terms & conditions.

1. Duration of Contract

The RRC shall be effective from the date of its issue and will remain valid till 31.05.2023.

CIL reserves the right to extend the duration of the contract, if required, with the consent of RC holder at same terms & conditions. CIL also reserves the right to rescind/ short close the contract in case of breach of terms and conditions of the contract by you.

2. Item description, quantity, unit price & subsidiary allocation- As per Annexure – 1The items, quantity and unit prices are mentioned in **Annexure-1**.

This is a Reserve RC against which order/ allocation will be made by the subsidiary companies in the following cases:

- In case of failure of Regular RC holder(s) to supply the ordered/allocated quantities even after given due notice to them;
- In case requirement of a subsidiary company exceeds the 40% of the quantity of the Regular RC holders and Regular RC holders are not willing to supply extra quantity.

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The distribution of the quantity amongst the Reserve RC holders will be done by the subsidiary companies preferably in an equitable manner but supplies shall not be delayed on this ground.

3. Quantity variation

CIL / subsidiaries reserve the right to increase/decrease the ordered/allocated quantity to the extent of (+/-) 40% (Forty percent) of the RC quantity keeping in view the actual need of the subsidiary companies. In exigencies, the quantity may be increased even beyond 40% (Forty percent), limited to the PESO License capacity, with the specific approval from CIL. RC holder shall be required to accept the order for such higher/lower quantity at the same terms, conditions and price during the validity of the running contract.

4. Security Deposit

You are not exempted from submission of security deposit. However, as the opportunity to supply as a Reserve RC holder shall arise only in the situations mentioned above, the value of security deposit cannot be assessed at this stage. In the event of the Reserve RC holder effecting supplies, payment of your bills shall be released after deduction of 3% of the bill amount in lieu of security deposit. The refund of 3% of the bill amount deducted will be made within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the deducted 3% bill amount shall be forfeited.

5. Price and Price variation

The prices are on FOR destination basis inclusive of packing, forwarding, transit insurance and freight upto destination at any place in CIL. However Goods & Service Tax (GST) shall be paid extra at actuals at legally applicable rates at the time of supply.

- 5.1 The RC price of cartridge explosives i.e. LD and permitted explosives shall be revised on quarterly basis based on the price variation formula indicated below:

$Pr = Po (0.15 + 0.10 \times Clr/Clo + 0.65 \times ANr/ANo + 0.10 \times HSDr/HSDo)$, where

- Pr = Revised price as on the date of price revision.
- Po = Base price as on base date.
- Clr = All India Consumer Price Index (AICPI) for industrial workers [All India (2)] on a date three (3) months prior to the date of price revision.
- Clo = All India Consumer Price Index for industrial workers [All India (2)] on a date three (3) months prior to the base date, as available in website www.rbi.org.in.
- HSDr = Retail Selling Price of Diesel in Kolkata, as available on the website of Petroleum Planning & Analysis Cell, MoPNG (www.ppac.gov.in), on a date 7 days prior to the date of price revision.
- HSDo = Retail Selling Price of Diesel in Kolkata, as available on the website of Petroleum Planning & Analysis Cell, MoPNG (www.ppac.gov.in), as on base date.
- ANr = Price of Ammonium Nitrate on a date 7 days prior to the date of price revision.
- ANo = Price of Ammonium Nitrate (AN), as on base date.

The price of AN shall be the ex-works AN (100% Melt) price of RCF (Rs/MT) valid on the particular dates (base date & revision date).

- 5.2 The RC price of accessories i.e. items other than LD and Permitted explosive shall be revised on yearly basis based on the price variation formula indicated below:

$Pr = Po (0.15 + 0.85 \times Clr/Clo)$, where Pr, Po, Clr & Clo have meanings as above.

- 5.3 The base price for any item shall be the RC price to be finalized against this tender and the base date shall be date of the reverse auction, which is 21.05.2021.
- 5.4 All indices shall be measured from the base date.
- 5.5 The first price revision for explosives shall take place on the 1st day of a month following completion of 3 months from the reverse auction date. Subsequent revision shall take place exactly after every 3 months.
- 5.6 The first price revision for accessories shall take place on the 1st day of a month following completion of 12 months from the reverse auction date. Subsequent revision shall take place exactly after every 12 months.
- 5.7 The price revision for both explosives and accessories shall not have any ceiling.
- 5.8 The revised price/indices of each quarter shall be the base price/indices for next quarterly revision of explosives. For accessories, the revised price/indices of each year shall be the base price/indices for next yearly revision.
- 5.9 RC prices w.e.f. start date of RC till the first revision and also in between subsequent revisions shall remain firm.

6. Goods & Services Tax (GST)

- 6.1 GST shall be paid extra at actuals at legally applicable rates at the time of supply.
- 6.2 The Tax Invoice raised by you must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN of respective areas of respective subsidiary. The rate and amount of CGST & SGST or IGST related to supply of goods shall be shown separately in tax invoice.
- 6.3 The CGST & SGST or IGST, as applicable at the time of supply, shall be paid extra only against submission of proper Tax invoice, as referred above, by you so that the respective subsidiary could be able to avail Input Tax Credit of such CGST & SGST or IGST reflected in the invoice.
- 6.4 If the ITC claimed is disallowed due to failure on your part in incorporating the tax invoice issued to subsidiary company in its relevant returns under GST, payment of CGST & SGST/ IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any

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