

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

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कोयला इंडिया 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: edmmc.cil@coalindia.in

Running Contract No.

CIL/C2D/Cart. Expl. & Accs./2021-23/IEPL/191

Date: 01.06.2021

M/s. Indian Explosives Private Limited
Apeejay House, Block C, Level 6,
15, Park Street,
Kolkata - 700 016
West Bengal

email: sunil.shah@orica.com
yogendra.nigam@orica.com
kmk.paul@orica.com
Phone No.: 033 40549440
Fax No.: 033 22642534

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 subsequent Corrigendum issued vide No. CIL/C2D/Cart. Expl. & Accs./2021-
23/2518 dated 24.03.2021; Tender opened on 10.04.2021
ii. Your offer no. IEPL/Cart. Expl. & Accs./YKN/2020-21/CIL-0001 dated
26.03.2021 submitted vide Bid ID 648144 and all subsequent correspondence

Dear Sirs,

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

1. Duration of Contract

The RC 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 – 1

The RC items, quantity, subsidiary-wise allocation and unit prices are mentioned in **Annexure-1**. The monthly allocation will be made by the respective subsidiary companies and NEC individually within their share of RC quantity as indicated in **Annexure-1**. Supplies would be strictly governed by the actual requirement of the collieries and as per the allocation/order to be placed by the subsidiary companies and NEC in every month against their specific approved indents only.

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

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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

- 4.1 You are required to submit Security Deposit Bank Guarantee (SDBG) for 3% of the average value of both the years of contract (including GST), which shall be valid for 27 months from the date of issue of RC in the prescribed format as per **Annexure-2**. The SDBG amount is indicated in **Annexure-1**.

The average value of contract is arrived as follows:-

$$\{(1^{\text{st}} \text{ year quantity} + 2^{\text{nd}} \text{ year quantity}) * \text{RC price on the date of issue of RC}\}/2$$

You may submit either a single SDBG covering all subsidiaries of CIL and NEC or submit separate subsidiary-wise/NEC SDBGs based on subsidiary-wise/NEC allocated value totaling average value of both the years of contract, worked out as per above basis and indicated in **Annexure-1**. All the SDBGs, if submitted subsidiary-wise/NEC, are to be submitted simultaneously.

- 4.2 You shall submit the SDBGs within 15 days from date of issue of RC.
- 4.3 In case you fail to submit the SDBGs within stipulated time, payment of your bills shall be released after deduction of 3% of the bill amount till you submit the SDBGs and the same is accepted by CIL/subsidiaries. The deducted amount will be held by the respective Subsidiary as 'Security Deposit' and will not be used for adjustment against any other recovery / claim amount. This 3% 'Security Deposit' amount will be released / recovered from, only after specific instruction from the RC issuing authority.
- 4.4 The SDBGs submitted by you shall be released within 30 days of receipt of "No Claim Certificate" from all the subsidiary companies, if a single SDBG has been submitted. However, if subsidiary-wise/NEC SDBGs are submitted, then each SDBG shall be released within 30 days of receipt of "No Claim Certificate" from that subsidiary company. For contractual failure, the SDBGs shall be forfeited.
- 4.5 Security deposit will not fetch any interest.
- 4.6 The SDBG, if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank in paper form (stamp paper) as well as issued under "Structured Financial Messaging System". The message will be sent to the beneficiary bank through SFMS. The details of beneficiary bank for issue of BG through SFMS platform is furnished below :-
- Name of the Bank:- ICICI Bank
Branch:- Rasoi Court
IFSC:- ICIC0000006
A/c No:- 000651000038
Customer ID:- 066312

Original copy of bank guarantee shall be sent by the issuing bank to MM Division, CIL directly.

- 4.7 The SDBG shall be irrevocable and unconditional and CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and CIL pending before the court, tribunal, arbitrator or any other authority.

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.