



CCL

CENTRAL COALFIELDS LIMITED

(Subsidiary of Coal India Limited)

MATERIALS MANAGEMENT DEPARTMENT

Darbhanga House : Ranchi 834 001 (JHARKHAND)

☎(PBX) 2360687/ 2360694 GM(MM) 2361716

FAX # (0651) 2360257/ 2360198

Website: www.ccl.gov.in

RATE CONTRACT

BY REGD. POST

Ref: CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15/201

Dated 26.11.14

Item category	Firm category	Tender category
HEMM (SPARES & ASSY)	Pvt.	Open Domestic Tender (ODT)

To

M/s Sumeru India Private Limited

Jindal Towers,

21/1A/3 Darga Road,

Kolkata - 700 017

Mobile No. 9903304774 & **email:** sipl@sumeruindia.com

Sub: This office Tender Enquiry No. CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15; opened on 20.12.2013.

Ref: Your offer No. CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15 and subsequent correspondences made with you

Dear Sirs,

Your offer for Rate Contract for Tyre Valve & Accessories has been accepted to the extent indicated below with the Rate, Terms & Conditions given hereunder:-

1. Scope of Work & Rate:

S.no.	Description & Part No.	Tentative Qty (Nos)	Basic Price Inclusive of P&F @ Rs.2.00 per No. (Rs)	Extended Value (Rs)
43	O Ring for 24X49 Tyre / 85T dumper Or Part No. 5613011250 / 4D7165; M.code: 11621004227	300	322.00	96600.00
44	O Ring for 21X35/ 24X35 Tyre (50 /60T dumper) Or Part No. TL3769 / 3D2968; M.code: 11609018444	130	212.00	27560.00
45	O Ring for 27X49 Tyre / 100T dumper Or Part No. 953WT11045; M.code: 11697001167	50	322.00	16100.00
				1,40,260.00

Ref: CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15/
M/s Sumeru India Private Limited, Kolkata - 700 017

Dated 26.11.14

	CST @ 2%			2,805.20
				1,43,065.20
43	Freight & Insurance @ Rs.3 Per no.	300		900.00
44	Freight & Insurance @ Rs.3 Per no.	130		390.00
45	Freight & Insurance @ Rs.3 Per no.	50		150.00
	Total Landed value			1,44,505.20

Total Off-take value for one year: Rs. 1,44,505.20 (Rupees One Lakh Forty Four Thousand Five Hundred Five and Paise Twenty Only)

1. Basis for Price: Prices are on FOR destination basis & shall remain firm till execution of contract. Duties & taxes and other charges are payable extra as indicated in the scope of supply above.
Road permits, if required should be obtained from the consignee.

Issue of Waybill:

A copy of duly filled up Form JVAT 504G (2 pages – sample copies enclosed) indicating the information to be furnished by the consignor to the consignee (Fields under Sl. No. 2 & 4 of the Form) for issuing e-Permit/Form JVAT 504G.

After issue of e-Permit, a secret code is sent by SMS (system generated) to the consignor's mobile to enable them to log in the jharkhandcomtax.gov.in portal for filling up the Transport details & Invoice details and thereafter printing a hard copy of the same. Waybill should be sought by the consignor immediately after readiness of material.

2. Excise Duty with Edu. Cess & Cenvat documents: Not Applicable.

3. CST: Extra as applicable. Present rate is 2%.

4. Packing and Forwarding: Inclusive @ Rs.2.00 in the basic price.

5. Freight & Insurance: Extra @ Rs.3.00 per number inclusive of service tax @12.36% which works out to Rs. 158.40 $\{(300 \times 0.33) + (130 \times 0.33)\} + (50 \times 0.33)$. CENVAT credit will be availed for service tax as per prevailing Excise Rules. The Cenvat Credit may depend upon the rate of service tax at the time of supply during delivery period of the supply order against Rate Contract.

6. Import Documents: The following import documents are required to be submitted with each supply for acceptance of supplies by CCL

- 1. Self attested copy of Principal's invoice / packing list along with original.**

2. **Self attested copy of Bill of Lading / Airway bill.**
3. **Self attested copy of Bill of entry along with original.**
4. Certificate of origin.
5. Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by CCL).

The original documents under 1 to 4 shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

7. Validity: This Rate Contract will remain valid for a period of 1 (One) year from the date of issue of this Rate Contract.

8. Guarranty / Warranty :

Supplier shall be fully responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and items shall have guarantee of 12 months from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

Warranty Replacement:

Bidders have to submit an undertaking in the form of an affidavit, that firm shall replace the defective material/ Prematurely failed material free of cost within 30 days upon receipt of intimation from the consignee subject to the normal joint inspection and on consignee store basis without any extra charge to CCL on account of freight etc.

Fitment Guarantee:

Bidders to submit a fitment guarantee certificate that items quoted are exactly as per part numbers & description given in the SOR in all respect and offered items shall fit in the intended equipment / Sub assembly without any modification and shall function as per OEM design & performance parameters.

After Sales & Service

The manufacturer/ Supplier shall provide after sales & service and technical support as & when required .Free of Cost.

9. Delivery Term: Delivery is to be completed within Three months from the issue of supply order. However, early delivery is acceptable.

10. IDENTIFICATION MARKS:

The make / identification mark of the manufacturer must clearly be punched / engraved / embossed / tagged (wherever Punching / engraving / embossing is not possible) on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time.

11. INSPECTION:

- (I) Stage/Pre-dispatch inspection will be carried out by M/s. CMPDIL/CCL'S NOMINATED AGENCY as per their methodology. In brief the scope and conditions of the Inspection will be as follows: -
- (a) Checking the approval of test procedures / quality assurance plans.
 - (b) Verifications of records and documentation of vendor works infection.
 - (c) Verification of documents and test certificate of bought items and cross checks.
 - (d) Provide the facility for carrying out all tests as required in specification of vendors work else this will be carried out at independent test house if considered so necessary by CMPDIL / CCL's NOMINATED AGENCY at vendors cost.
 - (e) Final testing and checking as per specification.
 - (f) CMPDIL / CCL's NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturing and during inspection activities.
 - (g) Inspection fee @ 1.1236% (including service charge) of the landed value of stores offered including all taxes and duties is to be paid to CMPDIL / CCL's NOMINATED AGENCY in demand draft in advance along with inspection call letter, which will be reimbursed along with consignment billing. Pre- despatch inspection by CMPDIL / CCL's NOMONATED AGENCY shall be applicable, except in case of supply by OEM,s.
 - (h) Minimum 15 days clear notice shall be given by the manufacture / suppliers to CMPDIL / CCL's NOMONATED AGENCY for arranging inspection within valid delivery period as per contract.
- i) Address of CMPDIL is as under:
The General Manager (E&M),
M/s.Central Mines Planning & Design Institute Limited,
Gondwana Palace, Kanke Road, Ranchi- 834 008
Telephone: (O) 0651- 2230 876/ 09431937374 Fax: 0651- 2230 127/ 2231 447/ 2231 851
- (II) Final Inspection will be arranged by HOD/GM(X) of concerned technical wing or his representative at destination on receipt of intimation from consignee.

12. LIQUIDATED DAMAGES:

The time for and the date of delivery of the stores stipulated in the '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.

In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or Specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Central Coalfields Ltd. should have the right :

- (a) To recover from the successful tenderer as agreed **liquidated damages**, a sum not less than **0.5% (half percent)** of the price of any stores which the successful tenderer has not been able to supply 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 the consignment not yet due for supply or

Contd...5

- (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores 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 forfeit the security deposit full or in part.
- (f) Whenever under this contract a sum of money is recoverable from and payable by the supplier, Central Coalfields Ltd. shall be entitled to recover such sum by appropriating, in part or in whole, by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

- 13. SECURITY DEPOSIT:** You shall have to furnish a security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the total landed value i.e. . Rs. 14,451.00 within 15 days from the date of receipt of supply order. However, you have already submitted EMD Money of Rs. 58,000.00. This amount may be adjusted against Security Deposit. You may also submit a BG for equivalent amount valid for 15 months (EMD and BG will be released after satisfactory execution of the Rate Contract after 15 months). In case BG is submitted for Rs. Rs. 14,451.00 valid for 15 months, EMD Money will be released on acceptance of BG. If you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract.
For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

14. Payment Terms:-

100% payment to be made by the Paying authority within 21 days of receipt and acceptance of materials at destination site or submission of bill whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same. "Payment will be made through e-payment system only".
Supplier's Bank a/c No: 0264629004; IFSC Code: CITI0000001; CITI Bank; Address: 41, Chowringhee Road, Kolkata 700071; MICR Code: 700037003.

15. Parallel Rate Contract: Central Coalfields Limited, Ranchi reserves the right to conclude parallel Rate Contract(S) for the items covered under this RC outside the contract during the currency of this contract as and when the need arises.

16. PERFORMANCE BANK GUARRANTY (PBG): Not Applicable

17. Direct Demanding Officers: Respective Chief General Managers/ General Managers of Area of CCL or their authorized representative, i.e., Depot officer.

18. Paying Authority: Respective Area Finance Managers of the DDOs.

19. Submission of Bill:-

Bill for 100% value of the spares should be submitted to the Paying Authority in triplicate duly stamped and receipted for arranging payment along with the following documents:-

(a) Following documents duly authenticated by you, wherever required shall be submitted to the Consignee:-

- i) Consignment note. ii) Challan. iii) One copy of the Bill. iv) Copy of Warranty certificate in original.
- v) Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.
- vi) Any other documents specified in the order.

(b) Following documents duly authenticated by you wherever applicable, should be submitted to the Paying Authority:-

- i) Bills in triplicate, duly receipted and stamped. ii) Challan. One copy of the Bill.
- iii) Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.
- iv) Any other statutory documents / other documents specified in the order.

20. Placement of Supply/Work Order: In addition to this office, supply orders against this Rate Contract would be placed by the Direct Demanding Officers as per Annexure 'B' on the prescribed supply order form, mentioning all details in terms of the Rate Contract and it will be obligatory on your part to execute such orders. The name of the Direct Demanding Officers signing the supply order will be typed in BLOCK LETTERS below his signature on the order forms.

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 outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Central Coalfields Limited 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 Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

Ref: CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15/
M/s Sumeru India Private Limited, Kolkata - 700 017

Dated 26.11.14

a) The successful bidder will advise, 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 authorities, 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 CCL 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 CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

22. PRICE FALL CLAUSE:

It will be a condition of the order that although the currency of the prices at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this Company to amend the ordered rate.

23. MONTHLY STATEMENT OF ORDERS / DELIVERY:

You are requested to submit a statement in duplicate by the 5th of every calendar month to GM(MM), showing the supply order indicating the position as on the last date of previous month on the proforma given below:-

(a) Monthly statement of the orders received :

Sl.	Supply order	Item	Qty	Rate	Value
Consignee					
No.	No. & Date	ordered	ordered		

(b) Delivery status of the orders received :

Sl.	Supply order	Consignee	Qty	Qty	Balance to be
No.	No. & Date	Name	ordered	supplied	supplied
			itemwise	itemwise	itemwise

24. **SPECIAL NOTE:** Total annual off take of the order should not exceed Rs. 1,44,505.20 (Rupees One Lakh Forty Four Thousand Five Hundred Five and Paise Twenty Only). **As soon as annual off take exceeds Rs.1,44,505.20, Supply order against this RC should not be accepted and intimated to this office immediately.**

25. JURISDICTION:

The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

All other terms & conditions will be guided as per Annexure 'C'.

Ref: CM(P)/CSA/RC for Tyre Valve & Accessories/2014-15/
M/s Sumeru India Private Limited, Kolkata - 700 017

Dated 26.11.14

The contract is concluded with its issuance. However, a copy of contract should be returned duly stamped and signed for acknowledgement within 15 days of issue. In case of non-receipt of same/ no reply, it will be presumed that RC has been accepted fully.

Yours faithfully,
For & behalf of Central Coalfields Limited

(C.S. Adityan)
Chief Manager (Pur)

(A K Thakur)
General Manager (Pur)

Enclosures:

1. JVAT 504G Format 2 Pages (Sample copies) Annexure 'A'
2. List of DDOs and Paying Authority: Annexure 'B'
3. General Terms & Conditions: Annexure 'C'
4. Format of BG for Security Deposit: Annexure 'D'

NB: FOR DIRECT DEMANDING OFFICER(s)

DDOs are advised to regulate drawal against the Rate Contract within the Off-take limit for ONE YEAR which is Rs. 1,44,505.20 (Rupees One Lakh Forty Four Thousand Five Hundred Five and Paise Twenty Only) only (Total Off-take Value for all DDO's together).

The orders are to be placed strictly against the approved and duly concurred indent / Materials Budget.

The payment terms and other terms & conditions are to be adhered to strictly.

A copy of the supply order placed against this Rate Contract must be endorsed to this office.

The quantity against individual order should be suitably placed so that there is no inventory build-up.

The rate contract shall be operated as per the guideline for "Operation of Rate Contract" circulated from time to time.

Before placement of order against this Rate Contract, the stock may please be verified.

If any Item/s covered in subject RC are also available in valid Price List of Depot Agreement / MDA, then procurement of such items be made on Lower Cost Basis / Lower Net Cash Outflow basis only after comparing the rates with ruling Depot Agreement Prices."

(C.S. Adityan)

(A K Thakur)

Chief Manager (Pur)

General Manager (Pur)

Copy Forwarded to:

1. The CGM/GM, CCL, (NK) Dakra/ Rajrappa/Kathara/(B&K)/Kargali/Piparwar/(BCW) Kathara/Rajhara/Barka-Sayal/Kuju/(A) Sirka/Dhori/(CWS) Barkakana/Hazaribagh.
14. The Area Finance Manager, CCL, (NK) Dakra/Piparwar/Bachra/Rajhara/Barka-Sayal/Dhori/(CS/CWS) Barkakana/Kuju/(CCW) Kathara/(A) Argada/(H) Charhi/Rajrappa/Kathara/(B&K) Bokaro/East Bokaro Coalfields, Kathara.
30. The Depot Officer, Central stores, CCL, Barkakana.
31. The Depot Officer, Regional Stores, Piparwar/(NK) Dakra/Jarangdih/Rajrappa/Giddi 'A'/Rajhara/Saunda/Kuju/Parej/Kathara/Dhori/Gidi Ws./Kedla Ws./Rajrappa Ws./Swang Ws./Kargali Ws./(Sayal) Urimari
51. The GM (Excvt.), CCL, Ranchi.
52. The GM(S&IC), CCL, Ranchi.
54. The SM(MIS), CCL, Ranchi.
55. The GM(MM), CCL / BCCL / SECL / ECL / NCL / WCL / MCL.
62. The Dy.CMM(P), CMPDIL, Ranchi.
63. The SM (F-P)/SM (F-HQ), CCL, Ranchi.
64. GM(X-Pur), MM Dept., HQ, CCL – For kind formation and needful action.
65. M/s Exactra Inc., 18-8560 Torbram Road, Brampton, Ontario, **CANADA L6T5C9**
– Against your authorization ref: Nil. Dated 26.11.13 **By Air Mail**

Note:

- (i) This RC is concluded against the note ref: Nil dated 16.08.2013 initiated by Excavation Dept.
- (ii) All the DDOs are requested to obtain Financial Concurrence and fund certification from the Finance Officer attached with Regional Stores before placement of order(s) against this Rate Contract.
- (iii) The DDOs/Associated Finance Manager must ensure that the purchase of any item does not cross the approved quantity / value of the MB / Indent.

Chief Manager (Pur)

General Manager (Pur)

ANNEXURE 'B'

FULL ADDRESS OF DDOs & PAYING AUTHORITIES IN RESPECT OF RC

Sl. No.	ADDRESS OF DDOs	ADDRESS OF PAYING AUTHORITY EXCEPT FOR ANCILLARY UNITS OF CCL
01	CGM/GM/The Depot Officer, Regional Stores, Gidi A, CCL, PO: Gidi A, Rly Stn. Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Sirka, PO : Sirka, Dist. Hazaribagh (Jharkhand).
02	CGM/GM/The Depot Officer, Regional Stores, Saunda, CCL, PO: Saunda, Rly Stn. Bhurkunda, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, (B) Barka-Sayal, PO : Barkakana, Dist. Hazaribagh (Jharkhand).
03	CGM/GM/The Depot Officer, Regional Stores, Kuju, CCL, PO: Kuju, Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Kuju, PO : Kuju, Dist. Hazaribagh (Jharkhand).
04	CGM/GM/The Depot Officer, Regional Stores,(NK) Dakra, CCL, Rly Stn. Ray (E.Rly), Dist. Ranchi (Jharkhand)	The Area Finance Manager (NK), CCL, Dakra, PO : Dakra, Dist. Ranchi (Jharkhand).
05	CGM/GM/The Depot Officer, Regional Stores, (H) Parej, CCL, PO: Ghatotand, Rly Stn. Ranchi Road, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Charhi, PO : Charhi, Dist. Hazaribagh (Jharkhand).
06	CGM/GM/The Depot Officer, Central Stores, Barkakana, CCL, PO: Barkakana, Rly Stn. Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager (CS/CRS), PO : Barkakana, Dist. Hazaribagh (Jharkhand).
07	CGM/GM/The Depot Officer, Regional Stores, Rajrappa, CCL, PO: Rajrappa, Rly Stn. Barkakana, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Rajrappa, PO : Rajrappa, Dist. Hazaribagh (Jharkhand).
08	CGM/GM/The Depot Officer, Regional Stores, Rajhara, CCL, PO: Rajhara, Rly Stn. Daltonganj, Dist. Palamu (Jharkhand)	The Area Finance Manager, CCL, Rajhara, Office of the GM(Rajhara), Behind Town Hall, Shivaji Road, Daltonganj, Dist. Palamu (Jharkhand).
09	CGM/GM/The Depot Officer, Regional Stores, Piparwar, CCL, PO: Bachra, Rly Stn. Ray, (E.Rly), Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Bachra, PO : Bachra, Dist. Hazaribagh (Jharkhand).
10	CGM/GM/The Depot Officer, Regional Stores, Kathara, CCL, PO: Kathara, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Kathara, PO : Kathara, Dist. Giridih (Jharkhand).
11	CGM/GM/The Depot Officer, Regional Stores, Jarangdih, CCL, PO: Jarangdih, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Bokaro, Dist. Giridih (Jharkhand).
12	CGM/GM/The Depot Officer, Regional Stores, Dhori, CCL, PO: Dhori, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Dhori, Dist. Giridih (Jharkhand).