

CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
PURCHASE DEPARTMENT
Darbhanga house : Ranchi 834 001 (Jharkhand) India
(PBX) 2360726, 2360687, Telex: 0625-201
Gram: COLCENT, Fax (91) 0651-2360198 E.Mail # rch cclmm @sancharnet.in

RATE CONTRACT (VALID FOR 2 YEARS)

BY REGISTERED POST

No: MM(P)/III/HEMM/RC/Brake Lining/12-13/197

Dated:31.01.2013

To

M/s. Hindustan Facing Industry Pvt. Ltd.,
40/5, Gariahat Road (South), 1st Floor,
Kolkata – 700 031,
FAX # 033-2412 7497

Sub: Rate Contract for supply of Brake Linings for P&H 1900 AL Shovels working in
Different areas of CCL

Ref: 1. This office Tender No. MM(P)/III/HEMM/RC/Brake Lining/12 opened on
30.08.2012

2. Your offer no. HFI/F02/2012-13/97 dt. 22.08.2012 & subsequent confirmations

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for two years for supply of Brake Linings for P&H 1900 AL Shovels to Central Stores/Regional Stores of Central Coalfields Limited situated in the State of Jharkhand as per the following terms and conditions:

1. **Scope of Supply:**
Brake Linings of "HI-FA" make as per Annexure 'C' enclosed.
2. **Rate Contract:** This is a Rate Contract wherein the prices are fixed but the quantity to be supplied during the currency of this Rate Contract is not fixed and will be on as and when required basis.
However, total estimated Off-take for the subject Rate Contract during the validity period of the RC (i.e for two Years from the date of issue of RC) will be Rs. 1,66,642.79 only (Total Off-take value for all DDO's together) As soon as this limit of Rs. 1,66,642.79 is reached, you must intimate to the office of GM (MM) for further necessary action and you should not accept any further order from any DDO;s without specific clearance from the office of the GM (MM).
3. **Validity Period:** This Rate Contract shall remain valid for TWO years from the date of issue of R/C. It will be binding on you for execution of orders placed within the validity period of RC.
4. **Prices:** FOR Destination basis and shall remain firm till the validity of the Rate Contract and completion of supplies in all respect of all orders placed within the validity.
5. (i) **Sales Tax : CST** shall be paid extra as applicable. The present rate of CST is 2% against Form 'C'
(ii) Declaration form, if required, will be issued by the consignee.
6. **Excise Duty:** Not Applicable
7. **Packing & Forwarding :** Nil
8. **Freight & Insurance :** Nil
NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account.
9. **Delivery Period:** Supplies to be completed within 03 months from the date of issue of supply order.
10. **Inspection:**
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 and approval of test procedures/quality assurance plans.
 - b) Verification of records and documentation of vendor works inspection.
 - c) Verification of documents and test certificate of bought out items and cross checks.
 - d) Provide the facilities for carrying out all tests as required in specifications of vendors works else these 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 specifications.
 - f) CMPDIL/CCL'S NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturer during process of manufacturing and during inspection activities.
 - g) Inspection fee @ 1% of the FOR Destination price plus Service Tax as applicable is to be paid to CMPDIL/CCL'S NOMINATED AGENCY in advance by demand draft along with inspection call letter, which will be reimbursed by CCL along with consignment billing.

Contd....2.

- h) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL/CCL'S NOMINATED AGENCY for arranging inspection within valid delivery period as per contract.

Final inspection shall be carried out by the Chief General Manager (Excvt),CCL, Ranchi or his representative on receipt of materials at Consignee's end. Notice for inspection shall be given by the Consignee immediately on receipt of the material.

9. **(A) Terms of Payment:**

100% payment shall be made within 21 days of receipt and acceptance of the materials or submission of bills, whichever is later through e-Payment. A copy of the Bank details furnished by you are enclosed herewith (Annexure-I)

(B) Submission of Bill(s)/Documents:

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

- a) Following documents duly authenticated by you, wherever required shall be submitted to the Consignee:-
- i. Pre-receipted and stamped Invoice (Original Buyer's copy of invoice)
 - ii. Packing list in original list in original giving details of bill of materials
 - iii. Consignment note / RR/ PWB in original
 - iv. Warranty / Guarantee certificate
 - v. Manufacturers test certificate as per supply order terms
 - vi. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- (b) Following documents duly authenticated by you wherever applicable, should be submitted to the Paying Authority:-
- i. Pre-receipted and stamped Invoice (Original Buyer's copy of invoice)
 - ii. Packing list in original list in original giving details of bill of materials
 - iii. Consignment note / RR/ PWB in original
 - iv. Warranty / Guarantee certificate
 - v. Manufacturers test certificate as per supply order terms
 - vi. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.

The consignee after verification of documents and final inspection of the materials as per the order shall forward the DRR to the Paying Authority for arranging payment within the time specified.

10. **Price Certificate :**

You will have to certify on the body of each & every bill that the prices charged are not more than the prices applicable to other government deptt/undertakings including CIL and its subsidiaries & DGS&D.

11. **Security Deposit:**

You are registered with NSIC, hence exempted.

12. **Road Permit:**

If required, the road permit shall be obtained from the consignee.

13. **Guarantee/Warranty Parameter :**

You shall be required to certify that the items supplied are as per OEM part No. & specification. You shall be fully responsible for manufacturer's warranty in respect of proper design, material, quality, workmanship and correctness of the parts and fitment to the machine and shall function properly on the intended equipment. The 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.

14. **Fitment Guarantee**

You shall be required to submit a fitment guarantee certificate for each item, certifying that items supplied are exactly as per OEM part numbers & description given in the SOR in all respect and supplied items shall fit in the intended equipment / Sub assembly without any modification and shall function as per OEM design & performance parameters.

15. **Warranty Replacement:**

You have to 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.

16. Paying Authority

Consignee

AFM of the respective DDOs as per
Annexure 'B' enclosed

As per list of DDOs enclosed
in Annexure 'B'

17. Identification Marks:

The make/identification marks "HI-FA" must be clearly embossed/engraved/punched 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.

18. 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

(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.[P101-2,20]

19.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. .[P102,21]

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.

20.PRICE FALL CLAUSE:

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

21. MONTHLY STATEMENT OF ORDERS / DELIVERY:

You are requested to submit a statement in duplicate by the 5th of every calendar month to the CGM(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. No.	Supply order No. & Date	Item ordered	Qty ordered	Rate	Value	Consignee
---------	-------------------------	--------------	-------------	------	-------	-----------

(b) Delivery status of the orders received :

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

22. Special Instruction:

One copy of the challan and invoice showing despatch details and other documents must be sent to this office and the Office of the CGM(ExcV),CCL,Ranchi to know the despatch particulars.

23. 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.

We enclose two copies of the Rate Contract. One copy of the Rate Contract may please be returned duly stamped and signed within 20 days from the date of supply order as a token of acknowledgement and acceptance of the contract, otherwise it will be presumed that you have accepted the contract for execution.

Enclosure:

1. Terms & conditions for R/C for spares – Annexure ‘A’
2. List of DDO’s – Annexure ‘B’
3. Scope of Supply – Annexure ‘C’
4. Copy of the details of Bank for e-Payment.

**Yours faithfully,
FOR & ON BEHALF OF CENTRAL COALFIELDS LIMITED**

**(K.M. Pillai)
Manager (P)**

**(A.K. Singh)
Chief Manager (P)**

Copy forwarded to:

1. The CGMs/GMs, CCL, Barka Sayal/B&K/Dhori/Kuju/Argada/Charhi/Rajrappa/Dakra/Piparwar/Rajhara/Kathara
12. The GM (ExcV)/HOD, CCL, Ranchi
13. The General Manager (S&IC), CCL, Ranchi
14. The General Manager, CCL (CWS), Barkakana
15. The GM (E&M)/GM (GS), CCL, Ranchi
16. The General Manager (Ancillary), CCL, Ranchi
17. The Staff Officer (ExcV),CCL, Barka Sayal/Argada/Kuju/Charhi/Rajrappa/Dakra/Dhori/Piparwar/Rajhara/Kathara/B&K
28. The Depot Officer,Regional Stores,Saunda/Gidi A/Kuju/Parej/Rajrappa/Dakra/Rajhara/Kathara/Jharangdih/Dhori/Piparwar
39. The Area Finance Manager,CCL,(CS/CWS) Barkakana/Barka Sayal/Argada/Kuju/Charhi/Rajrappa/Dakra/Piparwar/Kathara/B&K/Dhori/Rajhara – alongwith copy of Bank Details furnished by the firm for e-Payment
51. The Depot Officer, Central Stores, CCL, Barkakana
54. FM (P)/FM(O)/FM(HQ), CCL, Ranchi
57. The CGM (MM),ECL, Sanctoria, P.O. Disergarh, Dist: Burdwan (WB)
58. The CGM (MM),NCL, Singrauli Colliery, Dist: Sidhi (M.P).
59. The CGM (MM),WCL, Coal Estate, Civil Lines, Nagpur 440001
60. The CGM (MM),MCL, Anand Vihar, PO UCE, Burla, Sambalpur 768018
61. The CGM (MM),BCCL,Koyla Bhawan, Koyla Nagar, Dhanbad 826001
62. The CGM (MM)/SECL, Seepat Road, PO No. 60, Bilaspur 495001.
63. The MIS Cell/Master File
64. The GM (E&M), CMPDIL (HQ), E&M Deptt.
Gondwana Place, Kanke Road, Ranchi – 834 008

This issues with the concurrence of CM (F-P) vide no. CM(F-P)/244 dt. 28.1.13 and approval of competent authority.

Manager (P)

Chief Manager (P)

ANNEXURE 'C'

No: MM(P)/III/HEMM/RC/Brake Lining/12-13/197

Dated:31.01.2013

SCOPE OF SUPPLY

"HI-FA " MAKE

Sl.	Description	Part No	Details of Sub Components of Linings	Unit price (Rs.)
P & H 1900AL SHOVEL				
1	Hoist Brake Lining	15F-207-C2/ 15P1176	Undrilled Lining 1 no	850.00
2	Pneumatic Brake Lining for Swing	15H-183-C2/ 15P1177	Undrilled Lining 1 no	427.50
3	Propel Brake Lining	15N 723D2	(a) Drilled Lining 1 no (b) MS (CSK) Bolt 20 nos	997.50

(K.M. Pillai)
Manager (P)

(A.K. Singh)
Chief Manager (P)