



Central Coalfields Limited
 'Miniratna' category-I company
 (A Subsidiary of Coal India Limited)
 Materials Management Department
 Darbhanga House,
 Ranchi-834 001(Jharkhand), India

Tel: 0651-2360716
 Fax: 0651-2360198
 PBX-2360726,2360687
 E-mail: hodmm@ccl.gov.in

Rate Contract

No.000222314-241(R.C. – CAPD Fluids)

Original by Regd.Post

Dated: 20.11.2013.

To
 M/S. Baxter (India) Pvt. Ltd.,
 2nd Floor, Tower-C, Building No.8,
 DLF Cyber City, DLF Phase-II,
 Gurgaon- 122002, Haryana, India
 Phone: 0124-4500200
 Fax: 0124-4263505
 E-mail: ajay_vashista@baxter.com

Sub.:- Rate Contract for supply of CAPD Fluids for a period of Two Years against Tender Enquiry No. CM (P-II)/KR/ CAPD Fluids/RC/12-13; SI no. 161 Adv. No. 43/2012-13 Dated: 24.12.2012 opened on 11.02.2013 read with subsequent letters last letter being dated: 31.07.2013

Ref.:- Your offer no. Baxter/01/13 Dated: 07.02.2013 read with subsequent letters last letter being dated 09.10.2013.

Dear Sir,

With reference to above, we are pleased to enter into a Rate Contract with you, **valid for a period of 2 (Two) years** from the date of issue of this Rate Contract, for supply of CAPD Fluids in accordance with the terms & conditions as stipulated hereunder:

1. Rate Contract: This is a Rate Contract whereby 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.

2. Validity of the Rate Contract: - The Rate Contract shall remain valid for a period of two (02) years from the date of issue of R/C (both days inclusive). It will be binding on you for execution of orders placed by DDO, within the validity period of R/C. The period of the Rate Contract may be extended further on such terms and conditions with mutual agreement. We reserve our right to short close the Rate Contract.

3. Scope of Supply:-

Sl No	Al. No.	Item Description	Unit (Packing)	Basic Price Per Unit (Rs.)
1.	1622 A	"Baxter" Make C.A.P.D. Fluid 2.5% Dextrose; Brand Name-Dianeal PD-2 with 2.5% Dextrose	Bag of 2 Ltrs.	160.00
2.	1622 B	Baxter" Make C.A.P.D. Fluid 1.5% Dextrose Brand Name- Dianeal PD-2 with 1.5% Dextrose	Bag of 2 Ltrs.	160.00
3.	1622 C	Baxter" Make C.A.P.D. Fluid 4.25% Dextrose Brand Name- Dianeal PD-2 with 4.25% Dextrose	Bag of 2 Ltrs.	160.00
4.	1622 D	Baxter" Make C.A.P.D. Fluid (7.5% Icodextrin) Brand Name-Extraneal	Bag of 2 Ltrs.	540.00

5.	302	Baxter" Make Blue Clamp for CAPD	No.	70.00
6.	304	Baxter" Make Tankoff Catheter (Swan Neck) (Catheter for CAPD)	No.	2500.00
7.	305	Baxter" Make Transfer Set for CAPD	No.	1680.00
8.	306	Baxter" Make Titanium Adapter	No.	3300.00
9.	307	Baxter" Make Mini Cap for CAPD	No.	19.00
10.	308	Baxter" Make Drain Bag for CAPD 3 Ltr.	No.	44.76

4. Basis of Price: -

- (a) The prices are on FOR Destination basis.
 (b) Price will remain "FIRM" till the completion of entire delivery against all orders placed by the DDO within the validity of this Rate Contract.
 (c) Packing & Forwarding Charges :- Inclusive.
 (d) Freight & Insurance Charges :- Inclusive.

5. Sales Tax & Excise Duty:-

- a) Sales Tax: - Shall be payable extra as admissible. Present rate of VAT is @ 5% on all Items. Sales Tax Registration No. / TIN No. should be quoted in the Bill(s).
 b) Excise Duty: - Inclusive.

A certificate on the body of Invoice is to be made that "ALL EXCISE DUTY FOR SUPPLIES TO CCL HAS BEEN PAID BY OUR PRINCIPAL & CCL WILL NOT PAY IF ANY IN CASE OF DEFAULT."

6. Security Deposit: - You are requested to submit **Security Money for Rs. 6,42,780.00** (Rs. Six Lakh Forty Two Thousand Seven Hundred Eighty) only in the form of Bank Draft or Bank Guarantee of any scheduled bank, **within** 15 days from the date of issue of this Rate Contract. In case you fail to deposit the security money, the contract may be cancelled and the case may be processed to order elsewhere at the discretion of CCL and performance shall be kept recorded for future dealing.

The Security Money shall be refunded on your request 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. No claim shall be entertained against CCL in respect of any interest etc. against the Security Deposit.

7. Make / Brand Name/ country of Origin: -

- a) As indicated in the scope of supply.
 b) **Country of Origin:** Item Sl. No 1, 2 & 3: India; Rest Items ie. 4 to 10: Singapore
 c) Copy of valid Drug Manufacturing License/ License to import Drugs duly attested by Gazetted Officer or Notarised is to be submitted with the first lot of supply.

8. Mode of Despatch: - The stores should be dispatched by Road, freight paid securely packed on door delivery basis. The safe arrival of the consignment at the destination will be your responsibility. Road Permit, if required will be issued by the consignee.

9. Placement and Execution of Order:-

- (i) All Supply orders will be placed directly on you by the DDO with a copy to your Authorised Distributor. However, your Authorised Distributor shall execute the orders and raise Invoice / Bills for payment. Name and address of your Authorised Distributor is as under.

M/S. Sanjeevani,
 Rameshwaram Colony, Bariatu Road,
 Ranchi-834009 (Jharkhand)
 E-mail: sanjeevani2003@gmail.com

(ii) You will stand guarantee for the genuineness / quality of the materials supplied by your Authorised Distributor. In case of any discrepancy as regards to the materials supplied, prices charged, quality and shelf life of the products & claim of payment thereof, you will be held responsible.

10. Delivery Period: - The supply should be completed within 45 days from the date of receipt of order from DDO. After expiry of the delivery period, quantity if any, outstanding for supply, should be supplied only after obtaining extension of delivery period. Extension of delivery date, if required, against the orders placed by DDO, will be given by the Direct Demanding Officer himself and not by the Purchase Department, CCL, Ranchi.

11. Payment Terms: - 100% payment shall be made by the Paying Authority within 21 days from the date of receipt and acceptance of materials or bill(s) complete in all respect, whichever is later. The payment shall be made through Electronic Fund Transfer / RTGS system.

12. Direct Demanding Officer (DDO) and Paying Authority:-

Sl.No.	Consignee	Paying Authority
1	Direct Demanding Officer, Central Hospital, CCL, Gandhinagar, Kanke Road, Ranchi.	Sr. Manager (Finance), Central Hospital, CCL , Gandhinagar , Kanke Road, Ranchi

13. Certificate with each bill: Following **Certificate** must be furnished on the body of each & every bill.

“That we possess valid drug license to sell, stock or exhibit or offer for sale or distribute drugs as per the provisions of The Drugs & Cosmetics Act’ 1940; The Drugs & Cosmetics Rules’ 1945; The Drugs (Prices Control) Order’ 1995; New Drug Policy’ 1994 or other Drug Laws and that we have not been convicted / prosecuted for contravention of these laws”.

14. Price Certificate: - Following **Price Certificate** must be furnished on the body of each & every bill.

“That the prices charged are not higher than the ceiling prices fixed by the Govt. of India, Ministry of Chemicals & Fertilizers less hospital discount as per The Drugs & Cosmetics Act’ 1940; The Drugs & Cosmetics Rules’ 1945 and The Drugs (Prices Control) Order’ 1995 read with subsequent amendments and that these prices are the minimum prices applicable to all Govt. Deptt./ Undertaking / Hospital(s) including DGS&D. Excise Duty charged is as per current rate applicable”.

15. Submission of Bill(S):-

(A) Bill(s) for 100% value of the supplied items and Sales Tax thereon in triplicate duly stamped and pre-receipted along with related documents should be submitted to the consignee / DDO for arranging payment.

(B) Each and every bill should be with following documents duly authenticated and stamped, failing which, the bill(s) will be returned without making any payment.

- Challan (Original) and Duplicate.
- A copy of RR / PWB / Consignment Note.
- A statement duly signed and stamped indicating Batch No., Manufacturing Date & date of expiry against each item relating to the supply.
- Certificate as indicated at Clause No. 13 above.
- Price Certificate as indicated at Clause No. 14 above.
- Guarantee Certificate stating that “the drugs supplied are genuine make of our Principal (Manufacturer). In case of any discrepancy, we will replace the same free of cost with fresh / good ones within 15 (Fifteen) days of intimation”.
- Any other document mentioned in the Rate Contract.

(C) The following import documents are required to be submitted to the consignee with supply bill for acceptance of supplies by CCL for Item Sl. No. 4 to 10 only.

- a) Self attested copy with original Principal's invoice / packing list
- b) Self attested copy of Bill of Lading / Airway bill
- c) Self attested copy with original Bill of entry
- d) Certificate of origin
- e) Certificate from their 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.

You will provide clear linkage of items with documents furnished under clause (a), (b) and (c) for acceptance by CCL.

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

16. Potency of Drugs:-

- (a) For drugs having total life (as indicated on packing / label) up to one (01) year should have shelf life not less than six (06) months on the date of delivery at Consignee's Store.
- (b) For drugs having total life (as indicated on packing / label) more than one (01) year should have shelf life not less than one (01) year on the date of delivery at Consignee's Store.
- (c) Less than above shelf life may be accepted only with the approval of CMS, in case medicines are urgently required and there is stock out of these medicines. An undertaking should be given for replacement of medicines free of cost in case these are not used for the relaxed shelf life.

17. Packing: - You will supply the genuine CAPD Fluids in original packing as per mode of packing. You will indicate Name of Manufacturer / Marketing firm on the label of box / bottle etc. of the material along with Batch No., Manufacturing Date & Date of Expiry.

18. Insurance: - As the prices are on FOR Destination basis, safe arrival of materials at the destination site is the responsibility of the supplier. In case of shortage, damage, non-delivery, the consignee shall assist in getting the related documents from the carriers to enable the supplier to take-up with the carrier / their under writers for compensation. Such cases will be reported to the supplier by the consignee within 30 days from the date of arrival of the consignment.

19. Inspection: - Initial inspection is not required. However, the final inspection will be arranged by the consignee at the destination on receipt of materials and decision of the inspection authority at consignee's end shall be final and binding on the supplier. If the stores are rejected by the inspecting authority, the same must be replaced free of cost within 15 days with that of good quality.

20. Embossing: - You are required to emboss or stamp "FOR CCL HOSPITAL/ GOVT. SUPPLY ONLY- NOT FOR SALE" on each bottle / box etc., if feasible depending upon the ordered quantity.

21. Liquidated Damages: - In the event of failure to deliver the stores within the stipulated date / period to effect supply in accordance with the specification mentioned in the supply order, Central Coalfields Limited shall be entitled at its option either:

- a) To recover from you, as mutually agreed liquidated damages and not as penalty, a sum not less than 0.5% of the price of any stores which you have not been able to supply the 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 Department.
- b) To purchase elsewhere, after due notice to you, on the account and at the risk of the defaulting supplier, the stores not supplied or other 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 in full or in part.

f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, CENTRAL COALFIELDS LIMITED 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 you in this or in other contract. Should this sum be not sufficient to cover the full amount recoverable from you, you shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

22. Price Fall Clause: - It will be a condition of the contract that all through the currency of the contract the prices, at which you will supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of prices going down, you will promptly pass on such information to enable CCL to amend the ordered rate.

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 this contract.

24. Short Closure of Rate Contract: - CCL reserves the right to Short Close the Rate Contract with an intimation to you 15 days in advance.

25. Rate Contract Operation:- DDO and Rate Contract Holder are advised to submit status of receipt of order and supply of CAPD Fluids in every three months to this office in the following format-

Sl No.	Name of the Firm / DDO (For the Period)	Supply order details	Value of supply executed	Value of supply pending	Remarks

26. Off-Take:- Operation of subject Rate Contract for the above period is restricted to a maximum limit of Rs. 32,13,898.80 per annum for supply of CAPD Fluids (Total Estimated Off-take Value for Two Years will be Rs. 64,27,797.60). As soon as the limit is reached, you must intimate to GM (MM) for further necessary action and will not accept any further order from DDO without specific clearance from the GM (MM).

DDO is advised to place Supply Orders against this Rate Contract only against approved & concurred indents / AMI /MB's and after obtaining necessary Fund Certification from the Finance Department, within the above said restricted Maximum Annual Off-take Limit.

27. Order Acceptance:-

The contract is hereby concluded with the issuance of this order. We enclose here with two copies of the Rate Contract, one copy of which should be returned to us duly stamped and signed by you as a token of acknowledgement and acceptance of the contract within 15 (Fifteen) days from the date of issue of Rate Contract failing which, it will be assumed that you have accepted the Rate Contract for execution of supply.

All terms & conditions shall be as per NIT since the same has been accepted by you and as per Annexure-V enclosed.

Enclosures: Bank Guarantee Format
Terms & Conditions: Annexure-V

**Yours faithfully,
For & On Behalf Of Central Coalfields Limited**

(K. Ravinder)
Sr. Manager (P)

(A.K. Thakur)
General Manager (P)

Copy to:-

- The Chief of Medical Services, CCL, Ranchi.
 - The Direct Demanding Officer, Central Hospital, CCL, Gandhinagar, Ranchi.
 - The Sr. Manager (Finance), Central Hospital, CCL, Gandhinagar, Ranchi.
 - The Sr. Manager (MM), Central Hospital, CCL, Gandhinagar, Ranchi.
 - The GM (MM)/GM(S&IC), CCL, Ranchi.
 - The TS to DT (O)/ D (F)/D (P), CCL, Ranchi.
 - MM [MIS]/M.File,CCL,Ranchi
 - The CGM/GM (MM)- BCCL,Dhanbad/SECL,Bilaspur/ECL,Sanctoria/NCL,Singrauli/WCL,Nagpur/MCL,Sambalpur
 - The CMS(I/C), CCL , Central Hospital, CCL, Gandhinagar.
-
- M/S. Sanjeevani,
Rameshwaram Colony, Bariatu Road,
Ranchi-834009 (Jharkhand)
E-mail: sanjeevani2003@gmail.com

This issues with the approval of competent authority.

Sr. Manager (P)

General Manager (P)