

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 # hodmm @ccl.gov.in

RATE CONTRACT FOR HFDU-68(VALID FOR TWO YEARS)

BY REGISTERED POST

Item category	Firm category	Tender category
CONSUMABLE STORES (GENL)	NSIC	RC

No: CCL/CM (P)/AKM/Rate Contract/LUB HFDU-68/12-13/13 /243

Dated: 22.11.2013

To

M/s.Hardcastle Petrofer Pvt. Limited,
10, Kitab Mahal (2nd Floor),
192, Dr.D.N.Road, Fort,
MUMBAI-400001.

FAX: 022-23684644

Email: ho@hawcoindia.com / skgosh@hawcoindia.com

Sub: This office tender no. CCL/CM (P)/AKM/Rate Contract/LUB HFDU-68/12-13 / 13 opened on 29/06/2013.

Ref: Your offer no.CCL/CM (P)/AKM/Rate Contract/LUB HFDU-68/12-13/13.

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for **TWO YEARS** for supply of DGMS approved Fire Resistant Synthetic Hydraulic Fluid, Grade: HFDU – 68(non toxic) conforming to IS: 7895 of 1975 & its latest version if any to Central Stores / Regional Stores of Central Coalfields Limited situated in the State of Jharkhand as per the terms and conditions detailed hereunder:

1. Scope of Supply:

Sl. No.	Description of Item	Unit Basic Rate (Rs.)
1	DGMS approved Fire Resistant Synthetic Hydraulic Fluid, Grade : HFDU – 68 (non toxic) conforming to IS:7895 of 1975 & its latest version, if any, as per detailed technical specification enclosed as Annexure “C” .	Rs.144.80 per Ltr (Rs. One Hundred Forty Four and Paise Eighty only)

2. **Rate Contract:** This is a Rate Contract wherein the price is 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.1,03,75,248.00** (Rupees one crore three lakhs seventy five thousands tow hundred forty eight) only (Total Off-take Value for all DDO’s together). As soon as this limit of Rs.1, 03, 75,248.00 is reached, you must intimate to the office of the 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 a period of 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. **Excise Duty:** Extra as applicable at the time of dispatch against documentary evidence. Present rate is 12.36% inclusive of Education cess. CENVAT Credit will be availed by CCL.
6. **Sales Tax:** CST shall be paid extra as applicable at the time of supply. The present rate of CST is 2% against form ‘C’. Declaration form, if required, will be issued by the consignee
7. **Packing & Forwarding :** NIL.
8. **Freight:** NIL. It will be the responsibility of the firm to deliver goods at destination.
9. **Transit Insurance:** Payable Extra @ Rs. 0.33 per Ltr. Safe arrival of materials will be the responsibility of the firm
10. **Delivery Period:** To be delivered within 4 weeks from the date of receipt of order packed in 210 liters non returnable suitable container. The safe delivery of the consignment at destination will be the supplier’s responsibility. Early supply is acceptable.
NB: Any increase in Taxes & Levies beyond the delivery period stipulated in the respective orders against the rate contract shall be to you account.
11. **Inspection:** PREDESPATCH INSPECTION: Not applicable.
FINAL INSPECTION: Final Inspection of the consignment shall be carried out by GM(E&M) or his authorized representative at the destination stores, which will be arranged by the consignee on receipt of stores.

Contd...2.

12. **Terms of Payment:** 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same.
All payments will be through E-Payment. A copy of the Bank details furnished by you are enclosed herewith (Annexure-I)

13. **Submission of Bill(s)/Documents:**

Bill for 100% value of the stores 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) Self Attested Authenticated copy of valid DGMS approval for the supplied item.
 - vii) 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) Receipted challan of the consignee.
 - iii) Copy of the consignment note and copy of warranty certificate.
 - iv) Price certificate.
 - v) Price Fall clause.
 - vi) Any other statutory documents / other documents specified in the order.

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.

CCL will avail CENVAT credit on admissible inputs and capital goods for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty , education cess and secondary & higher education cess at applicable rates separately is required to be submitted. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

14. **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.

15. **Security Deposit:** Exempted, being REGD. With NSIC.

16. **Road Permit:**

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

17. **Guarantee/Warranty:**

The fire resistance synthetic hydraulic fluid should conform to relevant IS & DGMS certification and shall be guaranteed for use for a period of 3000 working hrs, or one year whichever is earlier provided the contamination level in the fluid is within limit as per relevant IS. In case the same is not found in order, the material supplied by the firm has to be replaced free of cost on intimation by consignee within 15 days.

18. **Identification Marks:**

The container shall be securely closed and marked with the following information (embossed / engraved / punched on containers at a visible place which is not subject to wear and tear for ease of identification at any point of time. (Identification mark should be clearly marked on un wearable part of container).

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- (i) Name of Manufacturer.
- (ii) Name and grade of material.
- (iii) Quantity of material in litre.
- (iv) Recognized Trade mark.
- (v) Date / Year of manufacturing.
- (vi) DGMS APPROVAL NO.

19. Paying Authority

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

Consignee

As per list of DDOs enclosed in Annexure 'B'

20. 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.

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.

- 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.

Contd...4.

No: CCL/CM(P)/AKM/Rate Contract/LUB HFDU-68/12-13/13 /243 Dated: 22.11.2013

23. MONTHLY STATEMENT OF ORDERS / DELIVERY:

You are requested to submit a statement in duplicate by the 5th of every calendar month to the 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. No.	Supply order No. & Date	Item ordered	Qty ordered	Rate	Value	Consignee
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(b) Delivery status of the orders received :

Sl. No.	Supply order No. & Date	Consignee Name	Qty ordered	Qty supplied	Balance to be supplied
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24. Parallel Rate Contract: Central Coalfields Ltd. also reserves the right to enter into parallel rate contract (s) simultaneously at any time during the period of rate contract and also reserve the right to buy during the period of rate contract any quantity outside the contract in case of urgency arising out at any time during the contract period.

25. Schedule of Requirement: - DGMS approved fire resistant synthetic hydraulic fluid HFDU-68 non toxic conforming to IS 7895 of 1975 with latest amendment (if any) packed in 210 liters non returnable suitable container.

26. Performance Guarantee: A performance Guarantee (PBG) valid for 34 months from the date of Execution of Supply for 10% value of the contract including taxes and duties etc to the FOR Destination Price i.e. **Rs.10, 37,525.00** must be submitted before execution of supplies i.e. operation of the RC. No payment shall be released without submission of the performance bank guarantee. To arrive at the value of the Performance Bank Guarantee, the order value should be calculated as per the following guidelines:

“For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.”

The Performance Bank Guarantee for the above case shall be released after expiry of validity period if no claim is pending.

The Value of PBG to be submitted is Rs.10,37,525.00 for the total order value. The format of Performance Bank Guarantee is enclosed.

27. 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.

The contract is concluded with the issuance of this order. We are enclosing 2 copies of the Rate Contract, one of which should be returned to us duly stamped and signed within 15 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 order as per terms and conditions stipulated above.

Enclosure:

1. Terms & conditions for R/C – Annexure ‘A’
2. List of DDO’s – Annexure ‘B’
3. Technical Specification – Annexure ‘C’
4. Copy of the details of Bank for e-Payment.
5. Format of Performance Bank Guarantee.
6. Integrity Pact.

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

**(A K Mohanty)
Chief Manager(P-VI)**

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

Contd...5..

No: CCL/CM(P)/AKM/Rate Contract/LUB HFDU-68/12-13/13 /243

Dated: 22.11.2013

Copy forwarded to:

1. The CGMs/GMs, CCL, Barka Sayal/B&K/Dhori/Kuju/Argada/Charhi/Rajrappa/Dakra/Piparwar/Rajhara/Kathara
12. The GM (E&M)/HOD, CCL, Ranchi / The General Manager(CWS) ,CCL, Barkakana
14. The General Manager (S&IC), CCL, Ranchi
15. The GM (Excvt)/GM (GS), CCL, Ranchi
17. The Staff Officer (E&M),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 – **to avail CENVAT Credit as admissible.**
51. The Depot Officer, Central Stores, CCL, Barkakana
54. FM (P)/FM(O)/FM(HQ), CCL, Ranchi
55. The GM (MM)'s / WCL, Coal Estate, Civil Lines, Nagpur 4400001/ MCL, Anand Vihar, PO UCE, Burla, Sambalpur 768018/ BCCL,Koyla Bhawan, Koyla Nagar, Dhanbad 826001/ SECL, Seepat Road, PO No. 60, Bilaspur 495001/ NCL, P.O. –Singrauli-486889/ ECL, Sanctoria, PO-Dishergarh (WB)
61. The GM (E&M), CMPDIL (HQ), E&M Deptt., Gondwana Place, Kanke Road, Ranchi – 834 008
62. Sri C.S. Samal , IAS(Retd.),CA-193, Sector-1, Bidhan Nagar, Kolkata-700064
63. Sri N.R.Banerjee, IAS(Retd.), Flat No.121, Shriniketan, CGHS Plot No.1, Sector 7, Dwarka, New Delhi-110075
64. The MIS Cell/Master File

This issues with the concurrence of GM(F-B) vide no.1756 dt. 16/18.11.2013 and approval of competent authority.

Chief Manager(P-VI)

Chief Manager (P-IV)

TERMS & CONDITIONS FOR RATE CONTRACT

1. RATE CONTRACT:

This is a Rate Contract whereby the prices are fixed, but the quantity to be supplied during the currency of the Rate Contract is not fixed and will be envisaged by the Direct Demanding Officers based on their actual requirement from time to time as per approval and duly concurred Materials Budgets Fund.

2. STOCK:

In order to meet urgent demands as well as for timely supply of materials against this Rate Contract at any time during its currency, you are required to maintain a sufficient stock of the items covered in the scope of supply. It should be noted that the purchaser will not be responsible to take over any quantity left over with the contractor after termination of the contract.

3. DELIVERY:

- a) The time for and the date of delivery of the stores stipulated in the 'ACCEPTANCE OF TENDER' shall be deemed to be the 'ESSENCE OF THE CONTRACT' and the delivery of the stores must be completed by the time specified.
- b) Dispatch particulars of each and every consignment should invariably be intimated to this office.

4. CONDITIONS AS TO QUALITY:

The Contractor / seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the purchaser under this contract shall be of genuine make and brand as contracted and of the highest grade, free of all defects and faults and of best materials quality, manufactured and workmanship through out and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the correct materials specification as mentioned in this Rate Contract. If the materials are found not to conform to description and quality aforesaid or have deteriorated otherwise than by fair wear and tear (the decision of the purchaser in that case being final and conclusive), then the purchaser will be entitled to reject the said stores or portion thereof as may be discovered not to conform to the said description and quality. On such rejections the stores will be at the sellers risk. If the contractor/sellers so desire, the rejected goods may be taken back by him or by his Agents for disposal in such manner as he may deem fit within a period of three months from the date of such rejections. The contractor/seller shall, if required, replace the goods or such portion thereof as have been rejected by the purchaser free of cost at the ultimate destination or at the option of the purchaser the contractor/seller shall pay to the purchaser the value thereof at the contract price and such other expenditure and damages may arise the reason or the breach of the conditions herein before specified nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

5. PACKING:

Stores should be properly packed and the supplier will be responsible for the stores not being sufficiently and properly packed for transport by Rail/Road so as to ensure that they are free from loss or injury on arrival at their destination. Packing and Marking should be done as per Rate Contract terms.

6. SHORTAGE, DAMAGES & DEMMURAGES ETC.:

Any shortage or damages etc. reported by the consignee shall be made good/replaced within 30 days of receipt of intimation from the DDO's. The consignee will take open delivery of the consignments found damaged at the time of taking delivery. In case of shortages found in such cases, shortage certificates will be obtained by the consignee from the carrier and submitted to you. Any demmurages/wharfages payable due to your fault will be to your account.

7. GUARANTEE / WARRANTY CLAUSE: As per Rate Contract.

8. MONTHLY STATEMENT OF ORDERS / DELIVERY:

You are requested to submit a statement in duplicate by the 5th of every calender month to the 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. No.	Supply order No. & Date	Item ordered	Qty ordered	Rate	Value	Consignee
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(b) Delivery status of the orders received :

Sl. No.	Supply order No. & Date	Consignee Name	Qty ordered	Qty supplied	Balance to be supplied
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9. Supply orders against this Rate Contract shall invariably be placed by Direct Demanding Officers in the usual prescribed form.

10. FALL CLAUSE:

- i) It will be a condition of the order that all through 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.
- ii) If at any time, during the said period, the contractor reduces the sale price of such stores, or sells such stores to any other organization at a price lower than the price chargeable under this contract, the contractor shall forthwith notify such reduction of sale price to the consignee concerned under intimation to the General Manager(MM), CCL, Darbhanga House, Ranchi 834 001 and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- iii) The contractor shall furnish to the Consignee/Paying Authority concerned, with a copy to the General Manager(MM),CCL,Ranchi,a certificate in the following form along with each bill.

"I/We certify that the stores of description identical to the stores supplied to the consignee concerned under the contract therein have not been sold by me/us to any other organization at the commencement of the contract upto the period of completion of delivery at a price lower than the price charged to the concerned consignee of the Contract."

Failure in submission of aforesaid by the contract holder may result in with-holding of the payment of their bills against such supply.

11. PERIOD UPTO WHICH ORDERS WILL BE PLACED:

All the orders placed within the validity period and received within 7 days after expiry of the Rate Contract shall be complied within the specified delivery period.

12. The price agreement is the sole repository of CENTRAL COALFIELDS LIMITED and shall be governed by the terms and conditions mentioned above.
13. The supply shall be governed by the "General Terms and Conditions of the supply of stores of CENTRAL COALFIELDS LIMITED" besides otherwise specified.
14. The Court at Ranchi only will have the jurisdiction to deal with or decide any legal matter or dispute whatsoever arising out of this contract.

(A K Mohanty)
Chief Manager (P-VI)

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

FULL ADDRESS OF DDOs & PAYING AUTHORITIES IN RESPECT OF RC

S. No.	ADDRESS OF DDOs	ADDRESS OF PAYING AUTHORITY EXCEPT FOR ANCILLARY UNITS OF CCL
01	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	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	The Depot Officer, Regional Stores, Kuju, CCL, PO: Kuju, Dist. Hazaribagh (Jharkhand)	The Area Finance Manager, CCL, Kuju, PO : Kuju, Dist. Hazaribagh (Jharkhand).
04	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	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	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	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	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	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	The Depot Officer, Regional Stores, Kathara, CCL, PO: Kathara, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Kathara, PO : Kathara, Dist. Giridih (Jharkhand).
11	The Depot Officer, Regional Stores, Jarangdih, CCL, PO: Jarangdih, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Bokaro, Dist. Giridih (Jharkhand).
12	The Depot Officer, Regional Stores, Dhori, CCL, PO: Dhori, Dist. Giridih (Jharkhand)	The Area Finance Manager, CCL, Dhori, Dist. Giridih (Jharkhand).

13. All CGMs/GMs of respective areas.
14. The CGM(E&M),CCL,Ranchi.
15. The GM(MM),CCI,Ranchi.
16. The GM(CRS),CCL,Barkakana.

NB : FOR DIRECT DEMANDING OFFICER(s)

- a. DDOs are advised to regulate drawal against the Rate Contract within the Off-take limit for TWO YEARS which is Rs.1,03,75,248.00 (Rupees one crore three lakhs seventy five thousands tow hundred forty eight) only (Total Off-take Value for all DDO's together for TWO YEARS).
- b. The orders are to be placed strictly against the approved and duly concurred indent / Materials Budget. Orders for only 60% Quantity of each requirement is to be placed against the subject RC.
- c. The payment terms and other terms & conditions are to be adhered to strictly.
- d. A copy of the supply order placed against this Rate Contract must be endorsed to this office.
- e. The quantity against individual order should be suitably placed so that there is no inventory build-up.
- f. The rate contract shall be operated as per the guideline for "Operation of Rate Contract" circulated from time to time.
- g. Before placement of order against this Rate Contract, the stock may please be verified.
- h. 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.

(A K Mohanty)
Chief Manager(P-VI)

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

ANNEXURE-'C'

TECHNICAL SPECIFICATIONS

Sl. No.	Specification Parameter
1	Hydraulic fluid: Fire resistance synthetic hydraulic fluid (non toxic)
2	Type: Anhydrous, fully synthetic, organic ester.
3	Grade: HFDU-68
4	<p>Standard specification: Should conform to IS:7895 of 1975 & its latest version if any with the following features :-</p> <ul style="list-style-type: none"> (i) High anti wears properties. (ii) Maintain correct viscosity when used over high temperature range. (iii) Good thermal stability. (iv) Good antifoam properties. (v) Good filterability property. (vi) Good stability in use with longer service life with low pump wear. (vii) Oil should prevent fire propagation and having fire extinguishing properties. (viii) The bidder must possess valid DGMS approval for the tendered items at the time of opening of the tender and it should be valid / extended for entire period of supply plus extra six months even after supply is completed. Notary attested copy of valid DGMS approval for the tendered items must be uploaded. (ix) The product must conform to IS 7895:1975 & its latest version if any for test for fire resistance characteristic of hydraulic fluid. (x) The hydraulic fluid shall be approved by DGMS for use in hydraulic system of machineries to be used in underground mines.
5	<p>GUARANTEE/WARRANTY :- The fire resistance synthetic hydraulic fluid should conform to relevant IS & DGMS certification and shall be guaranteed for use for a period of 3000 working hrs, or one year whichever is earlier provided the contamination level in the fluid is within limit as per relevant IS. In case the same is not found in order, the material supplied by the firm has to be replaced free of cost on intimation by consignee within 15 days.</p>
6	<p>IDENTIFICATION MARKS :- The container shall be securely closed and marked with the following information (embossed / engraved / punched on containers at a visible place which is not subject to wear and tear for ease of identification at any point of time. (Identification mark should be clearly marked on un wearable part of container).</p> <ul style="list-style-type: none"> (vii) Name of Manufacturer. (viii) Name and grade of material. (ix) Quantity of material in litre. (x) Recognized Trade mark. (xi) Date / Year of manufacturing. (xii) DGMS APPROVAL NO.
7	<p>INSPECTION: - Final inspection will be carried by GM (E&M) or his authorized representative at the consignee' end. If any defect is found in the material, you will have to arrange for replacement of the same free of cost immediately i.e. 15 days from date of receipt of complaint.</p>
8	<p>DELIVERY SCHEDULE: - To be delivered within 4 weeks from the date of receipt of order. The safe delivery of the consignment at destination will be the supplier's responsibility.</p>
9	<p>TEST CERTIFICATE: - Manufacturer test certificate of the product shall be submitted along with each supply order.</p>
10	<p>SCHEDULE OF REQUIREMENT :- DGMS approved fire resistant synthetic hydraulic fluid HFDU-68 non toxic conforming to IS 7895 of 1975 with latest amendment (if any) packed in 210 liters non returnable suitable container.</p>
11	<p>DGMS APPROVAL CERTIFICATE :-</p> <ul style="list-style-type: none"> (i) All clauses contained in the DGMS approval letter must be followed in totality for supply to be made against the supply/ demand order. Supplies of HFDU-68 shall be effective only within the validity period of DGMS approval. It shall be ensured that DGMS approval is valid for at least 6(six) months after delivery is made. This is to be confirmed specifically by the bidder that they shall ensure extension of validity of DGMS approval as and when required even after supply of HFDU-68 oil is completed, so that unapproved HFDU-68 oil do not remain in use in the underground mines at any point of time. (ii) Technical services will be rendered by the supplier as required by the user. The supplier shall also ensure routine site visit by their technical expert and replenishment shall be done as per DGMS approval.
12	<p>DOCUMENTS TO BE SUPPLIED ALONG WITH THE SUPPLY:-</p> <ul style="list-style-type: none"> (i) Self attested Authenticated copy of Guarantee/ Warranty certificate. (ii) Self attested Authenticated copy of valid DGMS approval for the tendered item. (iii) Self attested Authenticated copy of certificate as a proof of manufacturer. (iv) Self attested Authenticated copy of the manufacturer's test certificate.