

**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 (VALID FOR TWO YEARS)****No: CM (P)/IV/HEMM/RC/Hyd. Pumps (BEML Eqpt)/15/263****BY REGISTERED POST****Dated: 12.02.2015**

Item category	Firm category	Tender category
HEMM Spares	Pvt.	Open Global Tender (OGT)

**To****M/s. ALSON MARKETING AND SERVICES PRIVATE LIMITED,****# 403, Commerce Tower,****Opposite GEL Church Complex,****Main Road, Ranchi-834001****Fax:- 0651 2330285 Email: alsonmarketing@yahoo.com****Sub:**Rate Contract for Supply of Hydraulic Pumps for HEMM's (BEML Eqpt)**Ref:** 1. Advt. No. 21, Tender Sl. No. 087

2. This office Tender No. CCL/MM/CM(P-IV/HEMM/RC/Hyd. Pumps (BEML Eqpt.)/2014 opened on 03.09.2014(Tender ID: - 2014\_CCL\_3340\_1).

3. Your online offer through portal of M/s. NIC (coalindiatenders.gov.in).

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for Two Years for supply of Hyd. Pumps for HEMM's working in different areas of Central Coalfields Limited situated in the State of Jharkhand as per the following terms and conditions:

**1. SCOPE OF SUPPLY:**

Hyd. Pumps of "EATON" Make for HEMM's working in different areas of Central Coalfields Limited as per ANNEXURE 'A' 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 **₹1,28,22,464.39** (Rupees One Crore Twenty Eight Lakhs Twenty Two Thousands Four Hundred Sixty Four & Paise Thirty Nine) only (Total Off-take Value for all DDO's together). As soon as this limit of **₹1,28,22,464.39** (Rupees One Crore Twenty Eight Lakhs Twenty Two Thousands Four Hundred Sixty Four & Paise Thirty Nine) only 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. JVAT:** Will be paid extra as applicable. The present rate of JVAT is 14%. CCL will avail Input Tax Credit as admissible. Firm will submit Form 404 as per rules.**6. EXCISE DUTY:** Inclusive. CCL will avail CENVAT Credit as admissible. **The dealer Excise Invoice shall be minimum of ₹ 8100.00 per unit to take benefit of CENVAT Credit. In case CENVAT Credit works out less than ₹ 8100.00 per unit; deductions shall be made from your bill to avail minimum ₹ 8100.00 per unit CENVAT credit as confirmed by you.****7. PACKING & FORWARDING: NIL****Contd...2.**

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 3 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 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
- 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 General Manager (Excavation), 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.

11. (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) 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) 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.

12. **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.

13. **SECURITY DEPOSIT:**

Exempted, being authorized dealer of OPM.

14. **ROAD PERMIT:**

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

15. **GUARANTEE/WARRANTY PARAMETER:**

You 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 / Warranty of 12 months or 3000 working Hrs from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

16. **FITMENT GUARANTEE:**

You have to furnish Fitment Guarantee Certificate along with each lot of supply that the items supplied are exactly as per OEM part number / specification given in TPS and the item shall fit in the indented equipment / Sub-assembly without any modification and shall function as per OEM design & performance parameters.

17. **WARRANTY REPLACEMENT:**

You have to give undertaking along with each lot of supply, that in event of any warranty failure, your authorized representative shall visit site for joint inspection and shall replace the defective material within 30 (Thirty) days upon receipt of intimation from the consignee subject to acceptance during the normal joint Inspection held between authorized representative of firm and the concern Project/Area representative & on consignee store basis without any extra charge to CCL on account of freight etc.

18. **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.

Contd...4.

**19. PAYING AUTHORITY**

AFM (Central Stores / CRS), Barkakana

Distt. – Ramgarh (Jharkhand)

**CONSIGNEE**

Depot Officer, Central Stores,

Barkakana, Distt.-Ramgarh (Jharkhand)

**20. AFTER SALES & SERVICE:**

You should provide After Sales & Service support for the items supplied by you as & when required, free of cost.

**21. 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.

**22. 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.

Contd...5.

**23. 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.

**24. 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	Balance to be supplied
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**25. 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.

**26. 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 GM(Excv),CCL,Ranchi to know the despatch particulars.

**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.

You have confirmed acceptance of signing the Integrity Pact as per the NIT format (Annexure F of the NIT) and have also uploaded the scanned copy of the signed Integrity Pact.The independent external monitors nominated for implementation of the Integrity pact for this tender is:

Dr. B. P. Nilratna, D-11/15, Pandara Road,New Delhi – 110003

We enclosetwo 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 issue 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. Scope of Supply – Annexure ‘A’
2. Terms & conditions for R/C for spares – Annexure ‘B’
3. List of DDO’s – Annexure ‘C’
4. General Terms and Conditions Of Supply Of Stores – Annexure ‘D’
5. Copy of the details of Bank for e-Payment – Annexure ‘G’.
6. Integrity Pact –Annexure ‘F’

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

**(R. R. Amane)**  
Assistant Manager (P)

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

Contd...6.

**Copy forwarded to:**

1. The CGMs/GMs, CCL, BarkaSoyal/B&K/Dhori/Kuju/Argada/Charhi/Rajrappa/Dakra/Piparwar / Rajhara/Kathara
12. The GM (Excv)/HOD, CCL, Ranchi / The General Manager(CWS),CCL, Barkakana
14. The General Manager (S&IC), CCL, Ranchi
15. The GM (E&M)/GM (GS), CCL, Ranchi
17. The Staff Officer (Excv),CCL, BarkaSoyal/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(Central Stores /CWS) Barkakana – **to avail CENVAT Credit & Input Tax Credit as admissible.**
40. The Depot Officer, Central Stores, CCL, Barkakana
41. FM (P) / FM(O) / FM(HQ), CCL, Ranchi
44. The GM (MM)'s / WCL, Coal Estate, Civil Lines, Nagpur 4400001/ MCL, AnandVihar, PO UCE, Burla, Sambalpur 768018/ BCCL,KoylaBhawan, Koyla Nagar, Dhanbad 826001/ SECL, Seepat Road, PO No. 60, Bilaspur 495001/ NCL, P.O. –Singrauli-486889/ ECL, Sanctoria, PO-Dishergarh (WB)
50. The GM (E&M), CMPDIL (HQ), E&M Deptt., Gondwana Place, Kanke Road, Ranchi – 834 008
51. The MIS Cell / Master File
52. The General Manager (Excv) Purchase, CCL, Ranchi
53. Dr. B. P. Nilratna, D-11/15, Pandara Road, New Delhi – 110003
54. The Company Secretary, CCL – as communicated vide Ref. No. CS/413<sup>th</sup> BM/2015/4(3)51 dt. 11.02.2015
55. M/s. Eaton Fluid Power Limited, 203, Matrix Tower, 2<sup>nd</sup> Floor, Block DN24, Sector V, Saltlake Area, Kolkata-700091, Fax:- 03340040994, with reference to your authorization letter dated 26.08.2014 (**BY REGISTERED POST**)
56. M/s. Eaton Fluid Power Limited, 145, Off Mumbai-Pune Road, Pimpri, Pune-411018 (**BY REGISTERED POST**)

This issues with the concurrence of D (F) vide no. 08 (F) dt. 09.01.2015 and approval of CCL Board of Directors in its 413<sup>th</sup> Meeting (No. 1 of 2015)vide item 4(3).

**Assistant Manager (P)**

**Chief Manager (P)**

No: CM (P)/IV/HEMM/RC/Hyd. Pumps (BEML Eqpt)/15/263

Dated: 12.02.2015

**SCOPE OF SUPPLY****"EATON" MAKE**

<b>Sl. No.</b>	<b>NIT Sl. No.</b>	<b>Material Code</b>	<b>Description</b>	<b>Part No</b>	<b>Unit Basic Price (Rs.)</b>
<b>1</b>	<b>3</b>	<b>11633001121</b>	<b>Hyd Pump Assy</b>	<b>PB7650 / 955 HS 02312</b>	<b>89,700.00</b>

**(R. R. Amane)**  
Assistant Manager (P)

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

**No: CM (P)/IV/HEMM/RC/Hyd. Pumps (BEML Eqpt)/15/263**

**Dated: 12.02.2015**

**TERMS & CONDITIONS FOR RATE CONTRACT FOR SPARES**

**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) Despatch particulars of each and every consignment should invariably be intimated to this office.

**4. CONDITIONS AS TO QUALITY:**

The Contractor/seller hereby convenents 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 DGS&D 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.

**Contd...2.**



**7. INTERCHANGABILITY:**

If against any item it becomes necessary to supply spare parts bearing a part number other than the part number specified in the supply order, you will be required to give the following certificate to the DDOs before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number / or description of any item, you will supply the correct part number. The aforesaid certificate should be submitted in such cases with the bill(s) to the DDOs. No formal amendment in the supply order in such cases is necessary.

"The changed part numbers are exact replacement of the part ordered and are suitable for and will fit in the machines in the existing fittings for which they are intended."

**8. GUARANTEE / WARRANTY CLAUSE:**

(a) You 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 / Warranty of 12 months or 3000 working Hrs from the date of fitment on the equipment or 18 months from receipt and acceptance of material at consignee store, whichever is earlier.

You will furnish following certificate alongwith each and every bill:-

"We hereby certify that the materials supplied against this consignment,bill No. and date, are guaranteed for a period of 12 months or 3000 working Hrs from the date of fitment in the equipment(s) or 18 months from the date of receipt and acceptance of material at consignee store, whichever is earlier towards proper workmanship, quality, specifications and discharging duties. We further guarantee that in case any item supplied are found to be defective or not genuine or not of correct specification or faulty workmanship on receipt of the consignment, we shall replace the materials free of cost within 30 days of receipt of intimation from the consignee/user."

(b) Where the manufacturers warranty deviates from the warranty stipulated above, it shall be the responsibility of the seller to abide by the warranty terms detailed in the above paragraph 8(a).

(c) Provided always that this warranty clause shall post-facto apply to all the purchases made against this rate contract,irrespective of the fact whether the seller gives a separate certificate of warranty with respect to the spares at the time of purchase.

**9. MONTHLY STATEMENT OF ORDERS / DELIVERY:**

You are requested to submit a statement in duplicate by the 5th of every calender 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
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(b) Delivery status of the orders received :

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

11. **FALL CLAUSE:**

- i) 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.
- 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 organisation 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 Chief 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 organisation 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.

12. **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.

13. The price agreement is the sole repository of CENTRAL COALFIELDS LIMITED and shall be governed by the terms and conditions mentioned above.
14. The supply shall be governed by the "General Terms and Conditions of the supply of stores of CENTRAL COALFIELDS LIMITED" besides otherwise specified.
15. 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.

(R. R. Amane)  
Assistant Manager (P)

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

No: CM (P)/IV/HEMM/RC/Hyd. Pumps (BEML Eqpt)/15/263

Dated: 12.02.2015

**FULL ADDRESS OF DDO & PAYING AUTHORITY IN RESPECT OF RC:**

Sl. No.	ADDRESS OF DDO	ADDRESS OF PAYING AUTHORITY
01	The Depot Officer, Central Stores / CRS, CCL, PO: Barkakana, Rly Stn.- Barkakana, (E.Rly), Dist. Ramgarh (Jharkhand)	The Area Finance Manager, Central Stores, CCL, PO: Barkakana, Rly Stn.- Barkakana, (E.Rly), Dist. Ramgarh (Jharkhand)

**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 ₹ 1,28,22,464.39 (Rupees One Crore Twenty Eight Lakhs Twenty Two Thousands Four Hundred Sixty Four & Paise Thirty Nine) only (Total Off-take Value for Two Years for all DDO's together).
- b. The orders are to be placed strictly against the approved and duly concurred indent / Materials Budget.
- 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."

(R. R. Amane)  
Assistant Manager (P)

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