



CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

PURCHASE DEPARTMENT

Darbhanga House: Ranchi 834 001 (Jharkhand) India

(PBX) 2361687/ 2361694 GM (MM) 2360716/ 2360257

Fax (91) (0651) 2360198, Email # gmmm.ccl@coalindia.in

Website http: // centralcoalfields.in



RATE CONTRACT (VALID FOR ONE YEAR)

BY REGISTERED POST

No: CCL/CM(Pur)/HEMM/RC/EKG Shovel Sps/2017/054 Dated: 20.08.2018

Item category	Firm category	Tender category	Vendor Code
HEMM Spares	MSME/NSIC	Open Domestic Tender (OGT)	1/22/M/S/005

To

M/s. BhawaniEnterprises,

9, New Ancillary Industrial Area, Phone No: 0651-2290058

Tupudana, Ranchi-834 003

Email: bhawanienterprises229@gmail.com Fax: 06512252916

Mobile No. 09934550190

Sub:Rate Contract for Supply of Spares suitable for EKG 4.6/5A Shovel working in Different areas of Central Coalfields Limited.

Ref: 1) Advertisement no. 13/2017-18, Tender Sl. no. 053.

2) This Office tender enquiry no.:- CCL/HQ/CM(Pur)/RC/EKG Shovel Sps./Retender/2017, Part- A opened on 15.12.2017, Tender ID:- 2017_CCL_83621_1.

3) Your online offer through the portal of www.coalindiatender.gov.in against the subject tender & subsequent confirmations, the last being Dt.31.07.2018.

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for ONE YEAR for supply of spare parts of EKG Shovels working in different areas of Central Coalfields Limited as per the terms and conditions detailed hereunder:

1. Scope of Supply:

Sl. No.	NIT Sl. No.	Description/ scope of supply	Part No.	Unit Basic Price (Rs.)	HSN Code
1	2	Gear 10 Splines	1040.19.234/ 41040.19.234	1,54,400.00	8431

2. MAKE – ‘BHAWANI’

3. 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 One Year from the date of issue of RC) will be **Rs.30,88,000.00** (Rupees Thirty Lakhs Eighty Eight Thousands) only exclusive of applicable GST (**Total Off-take Value for all the DDO's together**). As soon as this limit of **Rs.30,88,000.00** (Rupees Thirty Six Lakhs Forty Three Thousands Eight Hundred Forty), exclusive of applicable GST, 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).

4. Validity Period: This Rate Contract shall remain valid for a period of **ONE YEAR** 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.

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5. **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.

6. **GST:** GST shall be paid extra as applicable at the time of supply. The present rate of GST is 18% for all the items mentioned in the scope of supply. CCL Shall avail input tax credit against GST invoices submitted at the time of supply. **GSTIN: 20ANTPS5537J1ZI**

NOTE: If there be any increase in the rates of taxes and duties during the extended delivery period beyond the stipulated / scheduled delivery period, CCL shall not pay the increase in the taxes & Duties and the increase will be to supplier's account and in case there is any decrease, same shall be passed on to CCL.

7. **Packing & Forwarding:** NIL.

8. **Freight & Insurance:** NIL.

9. **Delivery Period:** Within 03 months from the date of issue of supply order. However, early supply is acceptable.

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) 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.

(N.B.: Application Format & Procedure for online payment in case of CMPDIL inspection is attached as Annexure IV)

Final inspection: shall be carried out by the General Manager (Excv)/HOD,CCL, Ranchi or his authorized 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-H)

(B) **SUBMISSION OF BILL(S)/DOCUMENTS:**

For claiming payment, GST compliant bills/Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment **except in case of direct import by CCL**. The following documents/certificate should also be submitted to the paying authority along will the GST Bill/Tax invoice:

- i. Self Authenticated Copy of Consignment Note.
- ii. Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- iii. Any other document specified in the supply order.
- iv. 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.
- v. Relevant documents as per provision of GST rule, wherever applicable.

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Input Tax Credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped GST compliant Invoice showing the amount of GST (CGST & SGST/UTGST)/IGST at applicable rates separately is required to be submitted. The GST compliant Invoice must contain all the following information as required under GST rule & subsequent amendments if any:

For e.g.

- a) GSTN no. of the Supplier.
- b) Address of the concerned GSTN.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) HSN codes
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of GST.
- j) Quantity and value of goods, and GST payable thereon.

In addition to the above the following documents are to be submitted as per terms of the supply order to the consignee.

a. In case of indigenously manufactured goods.

- i. One copy of the bill / GST compliant Invoice as the case may be.
- ii. Challan.
- iii. Packing list in original giving details of bill of materials.
- iv. Consignment note / RR/ PWB in original.
- v. Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi. Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. As per provision of section 171 of GST Act 2017. an undertaking that "Any extra benefit of input tax credit to the supplier in future shall be passed on to the recipient.
- ix. Any other document specified in the supply order.

In order to enable the purchaser to avail ITC as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that GST Invoice (Credit available to CCL on this account) is less than the "ITC Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

(C) GST Billing/Invoicing:

- a) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN CCL. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made there under.
- b) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL is able to avail Input tax credit of such CGST, GST, IGST, GST (Compensation to State) Cess reflected in the invoice.
- c) If the ITC claimed is disallowed due to failure on the part of supplier in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any

other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered by CCL from the current bills or any other dues of the supplier.

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- d) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- e) In the event of any additional tax liability accruing on the supplier due to classification issue or for any other reason, the liability of subsidiary company shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- f) In addition to above, if any other tax/duties are levied over supply of such item in future, it shall be paid extra
- g) **E-way Bill:** The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill will be arranged by the consignee if the supplier is unregistered one.
- h) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer
- i) GST shall also be levied on penalties, if applicable.
- j) In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.
- k) In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier.

[Statutory Variation: If there is any statutory change in GST/SGST/UT-GST/CGST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.]

- 12. **Price Certificate:** You will have to certify on the body of each & every bill that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract".
- 13. **Security Deposit:** Exempted from Security Deposit being registered with NSIC.
- 14. **Transportation:**
It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal.
- 15. **Guarantee/Warranty Parameter:**
You will 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 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 a Fitment Guarantee Certificate along with each lot of supply that the items supplied are exactly as per Part number/ specification and shall fit & function properly on the equipment for which the items are meant for.

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17. Warranty Replacement:

You have to submit an undertaking along with each lot of supply, that you shall replace the defective material /pre-maturely failed material free of cost within three months 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 marks of the manufacturer must be clearly punched /engraved 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.

19. After Sales & Service:

The manufacturer / supplier should provide after sales & service support for the items supplied by them free of cost as and when required.

20. PAYING AUTHORITY

AFM (Central Stores / CRS), Barkakana
P.O. – N.T.S., Barkakana
Distt. – Ramgarh (Jharkhand)

CONSIGNEE

Depot Officer, Central Stores, CCL
P.O. – N.T.S., Barkakana,
Distt.-Ramgarh (Jharkhand)

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, Coal India Ltd. and its Subsidiary Companies should have the right:

- (i) 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.
- (ii) 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 –
- (iii) 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 –
- (iv) 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. GST will be applicable on imposition of LD as per rule.
- (v) To forfeit the security deposit full or in part.
- (vi) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies 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.

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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 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	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.

28.a) Details of Location of Work: M/s. Bhawani Enterprises, 9, New Ancillary Industrial Area, Tupudana, Ranchi – 834 003

b) **Details of Location of Supply:** M/s. Bhawani Enterprises, 9, New Ancillary Industrial Area, Tupudana, Ranchi – 834 003

We are enclosing 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 issue as a token of acknowledgement and acceptance of the contract, otherwise it will be presumed that you have accepted the contract for execution.

All other Terms & Conditions shall be as per General Terms and Conditions of Supply of Stores of NIT (ANNEXURE-“A”)

Enclosures:

1. List of DDO's - Annexure 'I'
2. Terms & Conditions of Rate Contract - Annexure 'II'
3. Technical Parameter Sheet - Annexure 'III'
4. Application format for CMPDIL Inspection - Annexure 'IV'
5. General Terms & conditions of NIT - Annexure 'A'
6. Letter of Bid- Annexure 'B'
7. Copy of the details of Bank for e-Payment - Annexure 'H'

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

(Himanshu Dhumash)
Dy. Manager (Pur)

(S.P. Narayan)
Chief Manager (Pur)

No: CCL/CM(Pur)/HEMM/RC/EKG Shovel Sps/2017/054

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Dated: 20.08.2018

Copy forwarded to:

1. The GM (Pur)/HOD, CCL, Ranchi
2. The GM (Excv)/HOD, CCL, Ranchi
3. The General Manager (S&IC), CCL, Ranchi
4. The Area Finance Manager, CCL(Central Stores / CWS) Barkakana – **to avail CENVAT Credit & Input Tax Credit as admissible.**
5. The Depot Officer, Central Stores, CCL, P.O. – N.T.S., Barkakana
6. GM (Fin)-HQ, CCL, Ranchi
9. The GM (MM)'s / WCL, Coal Estate, Civil Lines, Nagpur 440001/ 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)
16. The GM (E&M), CMPDIL (HQ), E&M Deptt., Gondwana Place, Kanke Road, Ranchi – 834 008
17. The MIS Cell / Master File

This issues with the concurrence of CM (F-P&P) vide no. 94601427(17) dated 08.08.2018 and approval of competent authority.

Dy. Manager (Pur)

Chief Manager (Pur)

No: CCL/CM(Pur)/HEMM/RC/EKG Shovel Sps/2017/054

Dated: 20.08.2018

Annexure – I

FULL ADDRESS OF DDOs & PAYING AUTHORITIES IN RESPECT OF RATE CONTRACT

Sl. No.	ADDRESS OF DDOs	ADDRESS OF PAYING AUTHORITY EXCEPT FOR ANCILLARY UNITS OF CCL
01	The Depot Officer, Central Stores, Barkakana, CCL, PO : N.T.S., Barkakana, Dist. Ramgarh (Jharkhand)	The Area Finance Manager (CS/CRS), PO : N.T.S., Barkakana, Dist. Ramgarh (Jharkhand)

2. The GM (ExcV)/HOD, CCL, Ranchi.
3. The GM (MM), CCL, Ranchi.

NB: FOR DIRECT DEMANDING OFFICER(s)

1. DDOs are advised to regulate drawal against the Rate Contract within the Off-take limit for One Year which is be **Rs.30,88,000.00** (Rupees Thirty Lakhs Eighty Eight Thousands) only exclusive of applicable GST.
2. The orders are to be placed strictly against the approved and duly concurred indent/Materials Budget.
3. The payment terms and other terms & conditions are to be adhered to strictly.
4. A copy of the supply order placed against this Rate Contract must be endorsed to this office.
5. The quantity against individual order should be suitably placed so that there is no inventory build-up.
6. The rate contract shall be operated as per the guideline for “Operation of Rate Contract” circulated from time to time.
7. Before placement of order against this Rate Contract, the stock may please be verified.
8. 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.”

Dy. Manager (Pur)

Chief Manager (Pur)

Annexure - II

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 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 throughout 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 seller's 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 demurrages/wharfages payable due to your fault will be to your account.

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."

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8. Supply orders against this Rate Contract shall invariably be placed by Direct Demanding Officers in the usual prescribed form.
9. **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.
10. The price agreement is the sole repository of CENTRAL COALFIELDS LIMITED and shall be governed by the terms and conditions mentioned above.
11. The supply shall be governed by the "General Terms and Conditions of the supply of stores of CENTRAL COALFIELDS LIMITED" besides otherwise specified.
12. 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.

(Himanshu Dhumash)
Dy. Manager (Pur)

(S.P. Narayan)
Chief Manager (Pur)