

**CENTRAL COALFIELDS LIMITED**  
(A Subsidiary of Coal India Limited)

**PURCHASE DEPARTMENT**

Darbhanga House: Ranchi - 834 001 (Jharkhand)  
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**RATE CONTRACT**

No.0002221211 - 42 (R.C.- GEN. MED.)

**ORIGINAL BY REGD.POST**

Dated: 26.05.2011

To

M/s. GLAXOSMITHKLINE PHARMACEUTICALS LIMITED

501 – 502, Kashi Place,

Dak Bungalow Road, Patna – 800 001.

FAX No.: 0612 - 2206567

**Sub.:-** Rate Contract for supply of Medicines to different Hospitals of CCL against this office's Tender

Enquiry No. MM(P) / SCP / RC / Medicines / 10 / 226 - 310 dated 10.11.2009, opened on 28.12.2009.

**Ref.:-** Your offer No. GSK/PTN/93/2009 dtd. 23.12.2009 & subsequent confirmatory letters last being

dated 04.05.2011.

Dear Sir,

With reference to above, we are pleased to enter into a Rate Contract with you, **valid for a period of 2 (Two) years** from the date of issue of Rate Contract, for supply of medicines to our various Hospitals situated in the State of Jharkhand in accordance with the terms & conditions as stipulated hereunder:

**1. RATE CONTRACT:** This is a Rate Contract whereby the prices are fixed but the quantity to be supplied during the currency of this Rate Contract is not fixed and will be on as and when required basis.

**2. VALIDITY OF THE RATE CONTRACT:-** The Rate Contract shall remain valid for a period of two (02) years from the date of issue of R/C (both days inclusive). It will be binding on you for execution of orders placed by DDOs, within the validity period of R/C. The period of the rate contract may be extended further on such terms and conditions with mutual agreement. We reserve our right to short close the rate contract or conclude parallel R/C with other firms.

**3. SCOPE OF SUPPLY :-**

Sl. No.	Al. No.	Description	Unit (Pkg.)	Basic Price Per Unit (Rs.)	ED	VAT	Landed Price (Rs.)
1.	909 (A)	Tab. Diethyl Carbamazine Citrate (100mg) [Banocide Forte Tablet]	10's	6.58	Nil	0.33	6.91

**NB: All TABLETS / CAPSULES are to be supplied in ALUMINIUM STRIP / BLISTER PACK.**

**4. BASIS OF PRICE:-** (a) The prices are on FOR Destination basis.

(b) Price will remain "FIRM" till completion of entire delivery against all orders placed by the DDO's within the validity of this Rate Contract.

(c) Packing & Forwarding Charges :- NIL (d) Freight & Insurance Charges :- NIL

**5. SALES TAX & EXCISE DUTY:-**

a) Sales Tax:- Shall be Payable as indicated above in Scope of Supply. Your Sales Tax Registration No./ TIN No. should be quoted in the Bill(s).

b) Excise Duty:- NIL.

In case the rate of Excise duty is indicated as NIL / Not applicable / Exempted, the Excise duty shall not be paid even if it becomes applicable during the pendency of the Rate Contract. In case of any ED Exempted / downward revision, the benefits should be passed on to the purchaser.

A certificate on the body of invoice is to be made by the supply point that “ ALL EXCISE DUTY FOR SUPPLIES TO CCL HAS BEEN PAID BY OUR PRINCIPAL AND CCL WILL NOT PAY IF IN DEFAULT.”

**6. LANDED VALUE:** This is the total payable price inclusive of taxes & duties.

**7. SECURITY DEPOSIT:** - You / your authorized distributor / dealer / stockist are required to deposit Security Money to the extent of Rs.35,250.00 only to this office within 15 days of the date of issue of R/C in the form of DD / Bank Guarantee valid for 30 Months from the date of issue. In case you fail to deposit the security deposit within 15(fifteen) days, the rate contract shall be cancelled and the case shall be processed to conclude rate contract elsewhere and performance shall be kept recorded for future dealing. The Security Money shall be refunded on your request within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.

**8. MAKE / BRAND :-** (A) As indicated in the scope of supply.

(B) Valid Drug Manufacturing Licence copy duly attested by Gazetted Officer or Notarized is to be submitted with the first lot of supply.

**9. MODE OF DESPATCH:-** The stores should be dispatched by Road, Freight paid securely packed on door delivery basis. The safe arrival of the consignment at the destination will be your responsibility. Road Permit, if required will be issued by the consignee.

**10. PLACEMENT AND EXECUTION OF ORDER:-** (i) All supply orders will be placed directly on you by DDOs. A copy of supply order will simultaneously be sent to your authorized dealer M/s. Veekay Drugs & Cosmetics, Jyoti Sangam Lane, Gandhi Chowk, Upper Bazar, Ranchi – 834 001 who will execute supply on your behalf as per terms & conditions of Rate Contract concluded with you.

ii) You will stand guarantee for genuineness for the materials supplied by your distributor / stockist / dealer. In case of any discrepancy regarding supply of medicines through your authorized distributor / stockist / dealer as regards the price charged, quality of the products and the claim of payment thereof, you will be held responsible.

iii) The Dealer/ Distributor / Stockist must have the valid Drug Licence.

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

**12. PAYMENT TERMS:-** 100% payment shall be made by the concerned Paying Authority of the consignee within 21 days from the date of receipt and acceptance of medicines or bill(s) complete in all respect, whichever is later.

**N.B.:-** CCL shall be making payment through **Electronic Fund Transfer / RTGS system**. The relevant details as per e-payment format enclosed with NIT should be furnished by you for payment.

**13. DIRECT DEMANDING OFFICER (DDOs) AND PAYING AUTHORITY:-**

Sl. No.	CONSIGNEE	PAYING AUTHORITY
1	Direct Demanding Officer, Central Hospital, CCL, Gandhinagar, Ranchi.	Sr. Manager (Finance), Central Hospital, CCL, Gandhinagar, Ranchi

2	Direct Demanding Officer, Central Hospital, CCL, Naisarai Dist.:- Ramgarh	Area Finance Manager [CWS/CS] CCL, Barkakana Dist.:- Ramgarh
3	Direct Demanding Officer, Regional Hospital (B&K), CCL, Kargali, Dist.:- Bokaro	Area Finance Manager [B&K] CCL, Kargali, Dist.:- Bokaro

**14. CERTIFICATE WITH EACH BILL**:- You and the supplier must furnish a 'CERTIFICATE' as per the format given below on their letter head :-

“That we are holding valid Drug license to Import / Manufacture / Repack for sale or for distribution of Drugs supplied by us against this order as per provisions of the Drugs & Cosmetics Act' 1940, DRUGS & COSMETICS RULES' 1945, NEW DRUG POLICY' 1994, Drugs (Prices Control) Order' 1995 or the other Drug Laws & that we have not been convicted / prosecuted for contravention of these laws.”

No Conviction certificate should not be more than one year old.

**15. PRICE CERTIFICATE**:- Following price certificate must be furnished on the body of each & every bill “That the prices charged by us are not higher than the ceiling prices fixed by the Govt. of India, Ministry of Chemicals & Fertilizers less Hospital discount as per the Drugs & Cosmetics Act' 1940 & Drugs (Prices Control) Order' 1995 read with subsequent amendments & that these prices are the minimum prices applicable to all Govt. Undertaking / Deptt. / Hospital(s) including DGS&D. Excise duty charged is as per current rate applicable.”

**16. SUBMISSION OF BILL(S)**:- (A) Bill(s) for 100% value of the supplied medicines and Sales Tax thereon in triplicate duly stamped and pre-receipted along with related documents should be submitted by you / your dealer / stockist to the consignee / DDO(s) for arranging payment.

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

- a) Challan (Original) and Duplicate.
- b) A copy of PR / PWB / Consignment Note.
- c) A statement duly signed and stamped indicating Batch No., Manufacturing Date & Date of Expiry against each item relating to the supply.
- d) Certificate as indicated at Clause No.14 above.
- e) Price Certificate as indicated at Clause No. 15 above.
- f) i) Guarantee certificate stating that “Medicines supplied are genuine make of their principal. In case of any discrepancy, they will replace the same free of cost with fresh good within fifteen (15) days of intimation.” [In case of supply through Authorized Distributor / Stockist / Dealer]
- ii) Guarantee certificate stating that “Medicines supplied are manufactured / marketed by us & are guaranteed for its Genuineness / Quality / Performance. In case of any discrepancy, they will replace the same free of cost with fresh / good ones within fifteen (15) days of intimation.” [In case of supply directly].
- g) Any other document mentioned in the Rate Contract.
- h) **Certification of price & product**:- Certificate of Rate Contract holder that the products supplied, mentioning batch nos., are genuine and price charged are not higher than that applicable to other Govt. Deptt. / PSU(s) including DGS&D.  
A copy of the bill(s) should invariably be sent to this office also.

**17. POTENCY OF MEDICINE**:-

a) For drugs having total life (as indicated on packing / label) up to one (01) year should have shelf life

not less than nine (09) months on the date of delivery at consignee's store.

b) For drugs having total life (as indicated on packing / label) more than one (01) year should have

shelf life not less than one (01) year on the date of delivery at consignee's store.

**18. PACKING:-** You will supply the genuine medicines in original packing as per mode of packing indicated in the supply order. You will indicate your manufacturing licence No., Batch No. relating to the supply without fail.

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

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

**21. EMBOSSING:-** You are required to emboss or stamp "For CCL Hospital / Govt. Supply only Not For Sale" on each strip and bottle / box of ampoule / vial, if feasible depending upon ordered quantity.

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

a) To recover from you, as mutually agreed liquidated damages and not as penalty, a sum not less than 0.5% of the price of any stores which you have not been able to supply the aforesaid, for each week or part of a week during which the delivery of such stores may be in arrears, limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Department.

b) To purchase elsewhere, after due notice to you, on the account and at the risk of the defaulting supplier, the stores not supplied or other of a similar description without canceling the supply order in respect of the consignment not yet due for supply or,

c) To cancel the supply order or a portion thereof, and if so desired, to purchase the stores at the risk and cost of the defaulting supplier and also,

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To forfeit the security deposit in full or in part.

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

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

**24. 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.

**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. RATE CONTRACT OPERATION:-** DDOs and Rate Contract Holders / Supply Points operators are advised to submit status of receipt of order and supply of medicine in every three months to this office in the following format-

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

**27. OFF-TAKE:-** Operation of subject Rate Contract for the above period is restricted to maximum limit of Rs.1,76,205.00 per annum for procurement of Medicines (Total Estimated Off-take Value for Two Years will be Rs.3,52,410.00). As soon as the limit is reached, the supplier must intimate to GM(MM) for further necessary action and the supplier will not accept any further order from any DDO's without specific clearance from the GM(MM). DDO's are advised to place orders for the medicines strictly against approved & concurred indents / AMI /MB's within the above said Annual Off-take Limit (Total Annual Off-take Value for all DDO's together).

**28. INTEGRITY PACT:-** You have signed the Integrity Pact issued with the NIT. Sri M.N.Buch, IAS (Retd.), B-1/403/PWO Housing Complex, Sector-43, Gurgaon-122002 (Haryana) & Sri Yogesh Chnadra, IES (Retd.), 10/9, Gul Road, Shipra Suncity, Indrapuram, Ghaziabad (UP) will be the Independent External Monitor against it.

The Rate Contract is concluded with this acceptance. Any other terms & conditions of supply not specified above, will be governed as per our NIT and also of the "General Terms & Conditions of the supply of Stores" issued along with NIT.

We enclose here with two copies of the Rate Contract, one copy of which should be returned to us duly stamped and signed by you as a token of acknowledgement and acceptance of the contract within 20 (Twenty) days from the date of issue of Rate Contract failing which, it will be assumed that you have accepted the Rate Contract for execution of supply.

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

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

**(R Chakraborty)  
Chief Manager(P)**