



BHARAT COKING COAL LIMITED
 Office of the General Manager(MM)
 Commercial Block L-III , Koyla Bhawan : Dhanbad : 826005
 (Fax No- 0326-2230183) Web site : <http://bccl.cmpdi.co.in>
 Under jurisdiction of Dhanbad & Jharkhand High Court Only

RATE CONTRACT

Ref No. BCCL/GM(MM)CCWO/PUR/RC/MED/203/GR-B/CHD/2013-14/2013/GLOBAL/129/ 197

Dated 24.12.2014.

By Regd. Post/Fax

To
 M/S WALLACE PHARMACEUTICALS PVT. LTD,
 B/307-312, FLORAL DECK PLAZA OFF, CENTRAL M.I.D.C. ROAD,
 ANOHERI(E), MUMBAI-400093.
 Tel: 28390681(3 lines)
 Fax:(022)28390733
 (Vendor Code- 1/17/M/T/010)

Subject:- Rate Contract for Supply of Medicines to BCCL

Ref: 1. Tender No. BCCL/GM(MM)CCWO/PUR/RC/MED/203/GR-B/CHD/2013-14/2013/GLOBAL/129/dt.

27.02.2013 opened on 24.4.2013

2. Your Offer No: WPPL/BCCL/Gr-B/13-14/09 dt. 02.4.2013 and Letter No: WPPL/BCCL/GRA/13-14/11 Dt.11.10.2013, WPPL/BCCL/GPA/14-15/01 Dt.23.04.2014, WPPL/BCCL/Gr-B/14-15/02 Dt.30.07.2014 & WPPL/BCCL/Gr-B/14-15/03 Dt.15.12.2014

3. Our letter No:657 Dt.26.09.2013,791 Dt.07.01.2014,945 Dt.16.04.2014,2260 Dt.23.07.2014 & 4863 dt 28.11.2014

Dear Sir,

With reference to above, we are pleased to enter into Rate Contract with you for supply of medicines detailed below to CHD of Bharat Coking Coal Limited on the terms and conditions as stipulated hereunder:-

1.SPECIFICATION AND PRICE :-

Sl No.	Item Code	Description	Annual Quantity	Firm's name	Unit Quoted & Pack Size	Unit Basic price(Rs.) (A)	Excise duty & Educational Cess % (B)	Sales Tax CST @ 5%/VA T @ 5% (C)	Freight charge (D)	Packing and For warding charges & Insurance Charge (E)	Unit Rate (Landed) (F)	Rate per packet /Strip/ bottle/ vial(Landed) (G)
1	13.41 3	Mometasone furoate 0.1% ont 5gm tube	600	Wallace	15gm tube	31.10	inclusive	1.56	inclusive	inclusive	32.66	32.66/15 gm

2. Excise Duty- Shall be payable as indicated above against documentary evidence. It is Extra, NIL/NA or Included in Basic price wherever applicable. In case of any Refund /Credit/ED exempted or downward trend , if any obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier (at the time of billing).

A certificate on the body of the invoice is to be made against payment of ED by the supplier/Principal and BCCL will not pay if in default.

3. SUPPLIES :- Direct. Or through Authorised supply point:- M/s Endoos Enterprises, Opposite Baba Sweets, Sraidhela, Dhanbad-828127

4. Security Money- NIL

5. Rate Contract will be operated by CHD BCCL who will be entrusted for the procurement of Medicine by order placement against the approved/concurred indent within sanctioned budget having total Estimated off-take for two years :-(Total Qty-1200 and Total amount Rs.39192=00).

6. RATE CONTRACT: This is a Rate Contract where the prices are fixed but the quantity to be supplied during the pendency of the Rate Contract is not fixed and will be on as and when required basis.

7. Price: - Firm on FOR destination basis till delivery.

8. SALES TAX / VAT :- VAT: Payable extra as applicable at the time of supply. The present rate of sales tax is @ 5%.

9. Validity/Duration Period:- The Rate Contract concluded will be valid for a period of 2(two) years from the date of issue of rate contract with a provision of extension for a further period of one year with mutual consent for supply of Medicines for BCCL Hospitals/Central Hospital, Dhanbad

10. Delivery:- The bidders are required to SUPPLY THE ORDERED QUANTITY WITHIN 45days from the date of supply of order by the Direct Demanding Officer. Delivery schedule shall be reckoned from the 10TH day from the date of issue of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

This is a rate contract whereby the prices are FIRM & FIXED but the quantities to be procured during the currency of the rate contract is NOT FIXED and the same will be procured by Direct Demanding Officer based on actual requirement from time to time.

11. PACKING: Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment.

12. WARRANTY/GUARANTEE/SHELF LIFE:

(i) You shall be fully responsible for warranty in respect of quality of the material

(ii) You will replace defective materials free of cost within 30 days of intimation.

(iii) The warranty/guarantee/Shelf Life certificate should be submitted to the consignee along with the each supplies.

(iv) **POTENCY:** All medicines to be supplied under this contract shall be from freshly manufactured batch and must have 2/3rd potency of the total shelf life at the time of receiving of medicines by the consignee store.

(v) **REPLACEMENT OF MEDICINE:** In the event of non liquidation of stock the firm will have to undertake the responsibility to replace the same with medicines having longer expiry period if informed before 3 months of expiry free of cost to the purchaser which means the supplier will have to bear all the expenses up to the destination site ie ex-works prices, excise duty, sales tax, insurance, inland transportation charges etc as applicable will be borne by supplier to ensure free delivery.

The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace defective material, such replacement shall be made by the supplier 100% free of cost without any extra cost to Bharat Coking Coal Limited. The new items should be supplied on FOR destination basis free of cost. Foreign supplier will bear all costs connected to replacement of items from & upto ultimate consignee in case any replacement is required on receipt of items and within warranty period. Replacement should be completed within a reasonable period maximum within one month from the date of claim for the items on free of cost up to ultimate consignee's end.

13. Identification Mark- The Batch No., Manufacturing Date & Expiry Date with Mark/Symbol/Identification Mark of the manufacturer(s) should be clearly printed on strips/Blisters/Ampules/Vials/Bottles/Tubes/Packets of each item, as far as practicable, at a visible place, which is not subjected to normal wear & tear for convenience of identification at any time.

14. INTEGRITY PACT (applicable) : Name of Independent External Monitor:

Sri A.K.Chakaraborty(Retd. Judge), BB-69, Sect-1, Salt Lake, Kolkata-700064

15. GMP Certificate:- Xerox copy of Valid G M P Certificate as per current revised Schedule-M of amended Drugs and cosmetics acts & Rules 1940 or valid loan license or marketing should be submitted along with bill. For supply of imported items Xerox copy of import license/ other relevant documents are required at the time of billing.

16. PAYMENT TERMS: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee. All payments (in Indian Rupees) will be made by concerned Paying authority of BCCL only through "Electronic Fund Transfer" (EFT) or e-payment. You will indicate Banker Details i.e. Bank Name, Address, Branch Code, Account No. & EFT No. with each bill(s).

17. Supply Terms --- a) Medicines against this RC may be supplied by the appointed Authorized Stockist/Distributors on behalf of principal company wherever available. Bills or Invoices may also be raised by the Authorized Stockist/Distributors and EFT or e-payment may be made to them after submission of all required documents, certificates related to medicines & their firm and documentary evidence in respect of Excise Duty and Sales Tax / VAT. b) If supply to be made through Authorized Stockist/Distributors, the Rate Contract holder ie



you shall take full responsibility for the quality of medicines and for Authorized Stockist/Distributors and timely supply of the medicines, as per terms & conditions of the Rate Contract. You shall be liable for quality and delivery in time. Each time order for supply shall be placed on the Rate Contract party itself. However supply may be made through Authorized Stockist/Distributors. No request or amendment will be considered for supply through changed Stockist/distributor. Payment can be made to the Authorized Stockist/Distributor if fulfilling above condition and supply made through them. In case of supply through stockist each supply should bear an undertaking from you regarding quality and responsibility.

18. Bank details of the Firm –

Original copies submitted by the firm at the time of opening of tender for themselves and /or for their authorised supply point are attached herewith.

19. PERFORMANCE BANK GUARANTEE: Not Applicable

20. **PRICE FALL CLAUSE:** The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

21. **CONSIGNEE /DESTINATION POINTS:** Central Hospital, BCCL, Dhanbad .

22. **Submission of Bills-** Original Invoice/Bill (as per payment term) in quadruplicate along with delivery challan in original, Quality Certificates , Guarantee/ Warranty certificate, Import documents(if applicable) and other relevant documents , mentioned elsewhere in this order , should be submitted to the consignee for onward submission to Paying Authority.

23. You will also have to submit **Lowest price certificate along with Bill** that “The price quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.”

24. **QUALITY CERTIFICATE** (i) You will submit with each bill that there has not been any complaint against the quality of your products supplied to Government Departments or Public Sector Undertakings / Other organizations.

ii) At the time of delivery of medicine, the supplier will submit a certificate regarding the genuineness of medicine and in case any adverse effect of medicine on Patient is found or any adverse report on quality of medicine is received from Laboratory, you will be fully responsible for that and action will be taken against the firm including legal recourse.

25. **Paying Authority:** CFM, CHD.

26. **LIQUIDATED DAMAGES CLAUSE: LIQUIDATED DAMAGES CLAUSE:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option to enforce the following:

a) To recover from you 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% (TEN Percent) and where felt necessary by BCCL, it may be increased up to 15 %.

b) To purchase elsewhere after notice to you on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of 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 expenses of the defaulting supplier and also-

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

e) Whenever under this contract any sum of money is recoverable from any payable by the supplier, Bharat Coking Coal Limited, shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum which at any time thereafter may become due to you in

this or any other contract, should this sum be not sufficient to recover the full amount recoverable, you shall pay. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

27. **INSPECTION:**

i) Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order.

BCCL also reserves its right to carry out initial inspection at the suppliers works before dispatch by deputing authorized representative.

BCCL reserves its right to carry out Pre-despatch inspection by a Third Party including stage inspection and destructive testing, if necessary, at their works, as per the methodology. Inspection charges as indicated in the supply order will have to be initially paid by the seller, which will be reimbursed by BCCL alongwith supply bill(s). In case materials are rejected on first inspection, all charges including Lodging TA, Inspection Fee etc. & for subsequent inspection shall be borne by the supplier. Seller will provide all facilities to carry out necessary 'Tests' as required(if applicable).

ii) Final inspection will be carried out at the consignee's end.

28. **RISK PURCHASE :** In the event of failure of the supplier to deliver or despatch the stores within the stipulated date / period of the supply order , or in the event of breach of any of the terms and conditions mentioned in the supply order , Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited

29. **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 hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure condition.

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 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

c) If any of the force majeure conditions exist in the place of operation of bidder even at the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken this into consideration in their quotation.

30..Import Documents- Copy of Import documents (if applicable) are to be submitted along with each bill for verification at consignee end.

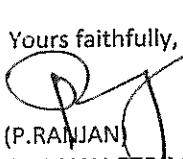
31. Supply orders will also be governed by the "General Terms and Conditions of supply" enclosed herewith, unless stated otherwise in this bid document or in the supply order.



32. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.
33. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.
- 34 This is issued with the approval of competent authority.

ENCLOSURES:-

1. Bank Details of the firm- -----1 page
2. SD Format-1 page
3. Integrity pact – 03 pages
4. General Terms & Condition -09 pages

Yours faithfully,

(P. RANJAN)
25/12/2014
SENIOR MANAGER (MM)
BCCL, KOYLA BHAWAN

BUDGET REFERENCE-

Sl. No.	Budget Certification no. & date
1.	BC & FC to be taken before placement of order by the DDO.

Copy to:

1. CMS, BCCL/CMS(I/c), CHD, Saraidhela, Dhanbad-
2. CM(F), Central Hospital, Saraidhela, Dhanbad
3. Sr. MM Store/Depot Officer, Central Hospital, Saraidhela, Dhanbad -To place Order against concurred and approved indent. BC & FC to be taken before placement of order .
- ✓ 4. MM(Tech Cell), MM Department, Koyla Bhawan
5. IEM- Shri A.K.Chakarborty, (Retd. Judge), BB-69, Sector-1, Salt lake, Kolkata – 700064-For kind information.
6. Authorised supply point.
7. Master File/Office Copy.
8. GM(MM), CCL / NCL / WCL / SECL / MCL / ECL / CMPDIL