

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

RATE CONTRACT

Ref.No. BCCCL/GM(M/M)CCWO/PUR/R/C/103- MED /CPSE/S/2014-15/2014/4/14

Dated 14.01.2015.

By Regd.Post/Fax

To,  
M/s. KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED  
(A Government of India Enterprise)  
Sudha Sopan Building, Naresh Chowk,  
Kashyap Vihar, (Ashok Kunj) Opp: Ashok Nagar, Road No. 3  
Ranchi-834 002.  
Tel: 0651-2245014/3241742  
Fax: 0651- 2500963  
Cell: 09431015638  
E-mail: [ranchi@kapindia.com](mailto:ranchi@kapindia.com)

Subject:- Rate Contract for Supply of Medicines to BCCCL

Ref :- i) BCCCL/GM(M/M)CCWO/PUR/R/C/103- MED /CPSE/S/2014-15/2014/4/4/dt. 12.06.2014 opened on 30.06.2014

ii) Office Memorandum No-50(9)/2010-PI-IV dated 10<sup>th</sup> December 2013 & FNo.51017(D)/2013-PI-IV dated 13<sup>th</sup> Feb 2014 issued by Director to Govt. of India, Ministry of Chemicals & Fertilizers, Deptt of Petrochemicals, Shastri Bhawan, New Delhi

iii) Your offer no. KAPL/RNK/BKP/2014-15/84 DT 20.06.2014 & Letter No. 286 DT 30.12.2014

Dear Sir,

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



1.SCOPE OF SUPPLY :-

S.N	CODE NO	Item Description (Make- Own make)	Pack/Size	Rate/ Unit (Including E.D) Without VAT
1	1.202	Dicyclonime hel20mg+Paracetamol 500mg tab	100	46.72
2	1.205	Pantoprazole 40mg tab	100	55.83
3	1.213	Omeprazole 20mg cap	100	56.17
4	1.215	Ranitidine hel 150mg tab	100	48.97
5	1.216	Ranitidine hel 50mg/2ml inj amp	1 AMP	3.30
6	1.406	ORS - Oral Rehydration Salts (WHO Formula)	1 PKT	5.88
7	2.503	Atenolol 50mg tab	100	31.11
8	2.511	Losartan 50mg tab	100	50.50
9	3.101	Paracetamol 500mg tab	100	40.45
10	3.103	Paracetamol 125mg/5ml syrup 60ml bottle	100	10.45
11	3.503	Domperidone 10mg tab	100	23.79
12	4.101	Diclofenac sod.50mg tab DT	100	26.19
13	4.103	Diclofenac S.R 100mg tab	100	32.00
14	4.104	Diclofenac sod.75mg per 3ml inj.amp (water soluble)	1 VIAL	3.70

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15	4.107	Diclofenac + Paracetamol tab (325+500)mg	100	38.44
16	4.109	Nimesulide 100mg tab	100	24.71
17	4.112	Ibuprofen 400mg tab	100	72.64
18	4.113	Ibuprofen 200mg tab	100	43.26
19	4.123	Acceclofenac 100mg tab	100	37.91
20	4.125	Acceclofenac 100mg+Paracetamol 500mg tab	100	81.14
21	5.305	Glimepiride 1mg tab	100	19.46
22	5.306	Glimepiride 2mg tab	100	22.51
23	5.312	Metformin 500mg tab	100	34.71
24	6.104	Frusemide 20mg/2ml inj. 2ml amp	1 AMP	3.28
25	7.102	Ampicillin 500mg inj. vial	1 VIAL	8.53
26	7.104	Amoxyceillin 125mg/5ml dry syrup 60ml bottle	100	16.48
27	7.106	Amoxyceillin 250mg cap	100	147.66
28	7.112	Amoxyceillin clavulanic Acid 300mg inj. vial (paed.)	1 VIAL	19.59
29	7.113	Erythromycin 250mg tab	100	177.88
30	7.117	Roxithromycin 150mg tab	100	168.10
31	7.118	Azithromycin 250mg tab	100	389.38
32	7.119	Doxycycline 100mg cap	100	109.49
33	7.120	Tetracycline 250mg cap	100	99.48
34	7.121	Ofloxacin 200mg tab	100	123.82
35	7.122	Sparfloxacin 200mg tab	100	328.23
36	7.123	Ciprofloxacin 500mg tab	100	222.74
37	7.126	Norfloxacin 400mg tab	100	174.76
38	7.127	Levofloxacin 500mg tab	100	278.83
39	7.133	Cephalexin 250mg cap	100	193.60
40	7.134	Cephalexin 500mg cap	100	358.96
41	7.141	Penicillin Benz.6 lac unit inj. vial	1V	8.53
42	7.142	Penicillin Benz.12 lac unit inj. vial	1 VIAL	12.90
43	7.152	Amikacin 100mg/2ml inj. vial	1 VIAL	8.42
44	7.153	Amikacin 500mg inj. vial	1 VIAL	17.26
45	7.153	Cefotaxime(paed.) 250mg inj. vial	1 VIAL	12.41
46	7.157	Cefotaxime sod. 1gm inj. vial	1 VIAL	25.03
47	7.158	Ceftazidime 250mg inj. vial	1 VIAL	19.55
48	7.159	Ceftazidime 1gm inj. vial	1 VIAL	54.27
49	7.160	Ceftriaxone 250mg inj. vial	1 VIAL	16.53
50	7.161	Ceftriaxone 1gm inj. vial	1 VIAL	32.00
51	7.164	Cefoperazone 1gm+Sublactum 1gm inj. Vial	1 VIAL	46.63
52	7.165	Cefoperazone 1gm inj. vial	1 VIAL	33.47
53	7.166	Cefixime 200mg tab	100	418.13
54	7.168	Cefotaxime sodium 1gm+sublactum 500mg vial inj	1 VIAL	34.29
55	7.169	Ceftriaxone 1gm+sublactum 500mg vial inj	1 VIAL	34.97
56	7.170	Meropenem 1gm inj. Vial	1 VIAL	281.08
57	7.201	Cotrimoxazole D.S tab	100	165.26


  
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58	7.504	Fluconazole 150mg tab	100	212.98
59	7.601	Metronidazole 400mg tab	100	86.83
60	7.610	Ofloxacin 200mg+ornidazole 500mg tab	100	204.27
61	7.611	Timidazole 300mg tab	100	70.89
62	7.612	Norfloxacin 400mg + Timidazole 600mg tab	100	269.17
63	7.614	Ciprofloxacin 500mg+ Timidazole 600mg tab	100	314.01
64	7.701	Chloroquin(as sulphate) 250mg tab	100	77.72
65	7.801	Albendazole 400mg tab	100	146.83
66	7.802	Albendazole 200mg/5ml syrup 10ml bottle	100	8.01
67	9.301	Cough expectorant contins:chloropheneramine maleate 3mg, Amm.Ch. 135mg,Sod. Cit 57mg,, Menthol 0.9mg /ml 110ml boit	1 BOTT	14.08
68	12.104	Certizine hcl 10mg tab	100	22.37
69	12.105	Cetizine 5mg/5ml 60 ml syp	100	11.97
70	12.106	Levocetizine 5mg tab	100	23.60
71	14.501	Atrovastin 10mg tab	100	44.90

Make- Your own make

(+ VAT EXTRA)

**Terms & Conditions for supply of the medicine will be as under:-**

**1. Rate Contract** -This is a rate contract where the prices are FIRM & FIXED till amendment by the Govt of India 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.

**2. Price**- The above prices are on FOR destination basis inclusive of packing & forwarding and freight & Insurance charges. The prices will remain firm and fixed against supply order. Any revision of price against above Rate Contract would be done by National Pharmaceutical Pricing Authority (NPPA) using their cost based formula, as mentioned in the Drug Price Control Order,95 which will be communicated by the firms in time and amendment in respect of price will be issued by this office time to time after change.

**3. VAT** – EXTRA as applicable at the time of supply. Present Rate is @ 5% EXTRA.

**4. Exeise Duty**- As applicable at the time of supply. Present Rate is 6.18% INCLUSIVE in the price. Refund /Credit, 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/Princpal and BCCL will not pay if in default.

**5. Validity**- The rate contract concluded will be valid from the date of issue of Rate Contract up to 09.12.2018 subject to the policy guidelines *as per* Office Memorandum No-50(9)/2010-PI-IV dated 10<sup>th</sup> December 2013 & FNo.51017(1)/2013-PI-IV dated 13<sup>th</sup> Feb 2014 of Ministry of Chemicals & Fertilizer, Department of Pharmaceuticals, Government of India for supply of Medicines for BCCL Hospitals/Central Hospital, Dhanbad.

**6.DELIVERY PERIOD-**

The supply should be completed within 45days from the date of placement of supply 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.

7. Rate Contract will be operated by CMS, BCCL AND/OR CMS(In-charge), Central Hospital, Dhanbad or by their Authorized Representative .

**8. CONSIGNEE /DESTINATION POINT:** Central Hospital, BCCL, Dhanbad.

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9. Rate Contract No.15 dt.14.01.2015, 16 dt.14.01.2015 & 17 dt.14.01.2015 have been concluded respectively with other three Govt Firms M/s. Indian Drugs & Pharmaceuticals Limited, M/S. Hindustan Antibiotics Ltd & M/s. Bengal Chemicals & Pharmaceuticals Ltd also for supply of medicines as indicated in the list enclosed wherein some items are covered in two or more Rate Contracts. While placing orders for common medicines by CHD BCCL/DDOs, it must be ensured that common medicines must be procured equally from all the Rate Contract's Holder.

10. CHD BCCL/DDOs will place order on other RC Holders also in EQUAL PROPORTION/ DIVISION against these Parallel Rate Contract for a nos of same items out of listed 71 items as the item/s quoted by the firm(s).

11. Rate Contract /Parallel Rate Contracts will be operated by CHD BCCL/DDOs on as & when required basis 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 of Rs. 7.05 Crore till validity of the Rate Contracts ( with all Parallel Rate Contracts concluded with all the four firms KAPL,IDPL,HAL & BCPL),CHD,BCCL/DDOs will not place any order as soon as the limit of Estimated off-take is reached.

11.(a) SUPPLY POINT:- M/s Maa Sharda Enterprises,Urnita Tower, Bank More, Dhanbad .

12.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. Bidder must indicate Banker Details i.e. Bank Name, Address, Branch Code, Account No. & EFT No. in their bill(s).

12 (a) Supply terms- If medicines are supplied by the appointed dealers on behalf of principal company, bills are to be raised by the dealer and payment will be made to them.

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

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

15.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. You are required to emboss or stamp "FOR BCCL HOSPITAL ONLY/ NOT FOR SALE" on each pack & bottle / box of ampoule / vial etc.

16.SECURITY MONEY-NIL (Exempted as being Govt Firms)/ PERFORMANCE BANK GUARANTEE-  
Not Applicable

17. INTEGRITY PACT ( applicable) : Name of Independent External Monitor:  
Shri L.C.Singhai,IAS(Retd.), L-31,3<sup>rd</sup> Floor, Kailash Colony,New Delhi – 110048

18. Xerox copy of Valid "Good Manufacturing Practices (GMP)" Certificate/WHO GMP Certificate with respect to the Drug Manufacturing License(s) should be submitted along with bill whose products they are offering as per Schedule M of the Drugs & Cosmetics Rules.

19. GUARANTEE /WARRANTY /SHELF LIFE - The Supplier shall be fully responsible for the manufacturer's warranty in respect of quality of the material.

a) The Supplier will replace defective materials free of cost within 30 days of intimation.

  
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- b) The warranty/guarantee/Shelf Life certificate should be submitted to the consignee along with the supplies.
- c) **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.
- d) **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 i.e. 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.

**20. Important note-** If supply to be made through Authorized Stockist/Distributors, the tenderer /Rate Contract holder shall take full responsibility for the quality of medicines and appointed dealers and timely supply of the medicines, as per terms & conditions of the Rate Contract. The Rate Contract parties 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 the Manufacturer /Rate Contract holder regarding quality and responsibility.

**21. Paying Authority-** Chief Manager(F)/Manager Finance, (In charge Finance), Central Hospital, Dhanbad.

**22. 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.

### **23. 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.

**24. 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.

**25. 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

**26. 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.

27. **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.

28. Parallel rate Contract- BCCL also reserve the right to enter into Parallel Rate Contract(s) simultaneously at any time during the validity period of Rate Contract and also reserves the right to buy during the validity period of rate contract any quantity from outside the contract in case of urgency arising out at any time due to non supply .

29. Supply orders will also be governed by the "General Terms and Conditions of supply" enclosed herewith.

30. ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

31. OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS WILL BE AS PER OUR NIT WHEREVER THESE COULD NOT BE INDICATED.

32. This is issued with the approval of competent authority.

ENCLOSURES:-

1. RC copy with Firms
2. Bank Details of the firm
3. General Terms & Condition

(P.RANJAN)  
SENIOR MANAGER(MM)  
BCCL,KOYLA BHAWAN

GENERAL MANAGER(MM)(P&S)  
BCCL,KOYLA BHAWAN

Yours faithfully,

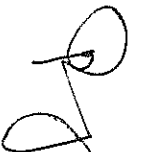
  
(U.KUMAR)

**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/charge), 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 L.C.Singhai, IAS(Retd.), L-31, 3<sup>rd</sup> Floor, Kailash Colony, New Delhi - 110048
6. M/s Indian Drugs & Pharmaceuticals Ltd., Kolkata, M/s Hindustan Antibiotics Ltd., Ranchi, M/s Bengal Chemicals & Pharmaceuticals Ltd, Ranchi
7. supply point- M/s Maa Sharda Enterprises, Urmila Tower, Bank More, Dhanbad .
- 8 Master File/Office Copy.
9. GM(MM), CCL / NCL / WCL / SECL / MCL / ECL /CMPDIL

  
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