



## **Central Coalfields Limited**

(A Miniratna Company)
(A Subsidiary of Coal India Limited)
Office of GM (MM-Purchase)/HOD
Materials Management Department
Darbhanga House, Ranchi – 834001 (Jharkhand)
E-mail: gmmm.ccl@coalindia.in
Website: www.centralcoalfields.in

### **Fuelling Sustainable Growth**

#### ADDENDUM TO RATE CONTRACT No. GEMC-511687711822776 'A'

BY REGD POST/E-MAIL

Date: 12.04.2024

To

M/s. Bhawani Enterprises

Industrial Area, Tupudana, Hatia Ranchi - 834003

Email: <u>bhawanienterprises229@gmail.com</u> GeM Seller ID - <u>A6F4180000561864</u>

Sub: Addendum to Rate contract for supply of spares suitable for EKG 5A Shovel for a period of one year.

Ref: 1) Bid No: GEM/2023/B/4002063, opened on 09.11.2023

2) Your online offer on GeM Dt. 08.11.2023 against above bid.

3) GeM Contract No.: GEMC-511687711822776 Dt. 12.04.2024

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for ONE YEAR for the supply of spares suitable for EKG 5A Shovel working in different areas of Central Coalfields Limited as per the terms and conditions detailed here under, in addition to the contract (including Buyer Uploaded ATC Document):

 Scope of Supply: 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 decided by the DDO based on their actual requirement as

per the approved quantity & fund availability on 'as and when required' basis.

Schedule No.	Material Code	Item Description	Part No.	UOM	Unit Price (in Rs.)
CENTRALI	ZED ITEMS			-	<b>■</b> 5.2 59.50
33	4400019704	Driving Shaft	1040.19.021 / 4104019021 / 1004.19.30	No.	65,900.00
43	4400016161	Driving Wheel			87,800.00
DE-CENTR	ALIZED ITEMS	3			
9	4400019401	Pulley	1040.03.254 / 4104003254 / 1003.03.245	No.	9.600.00
18	4400019385	Clamp	1040.03.222 / 4104003222	No.	1,062.00
27	4400019696	Retainer	1040.03.222 / 4104003222 No 1040.19.012 / 4104019012 No		1,600.00
38	4400019701	Pinion Shaft	.1040.19.017 / 1004.19.04 No.		24,400.00
46	4400019356	Pin, 63x400	104003042 per bid document & the offer of the firm as acce	No	1 100 00

MAKE: 'BHAWANI-BE'

- 2. Off-Take Value: Total landed 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. 53,16,464.00 (Rupee Fifty Three Lakhs Sixteen Thousands Four Hundred Sixty Four only) (inclusive of all taxes & duties). As soon as this limit of Rs. 53,16,464.00 (Rupee Fifty Three Lakhs Sixteen Thousands Four Hundred Sixty Four only) (inclusive of all taxes & duties), is reached, you must intimate to the office of the GM(MM), CCL for further necessary action.
- 3. <u>Validity Period</u>: 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.
- 4. Placement of Supply order & Supply details: The child contract(s) will be placed off-line by the DDOs & supply will be made by M/s. Bhawani Enterprises, 9, New Ancillary Area, Tupudana, Hatia, Ranchi. GSTIN 20ANTPS5537J1Z1.
- 5. Price: Contract prices are inclusive of GST (CGST + SGST) @ 18%. Prices shall remain firm & on FOR Destination basis till the validity of the Rate Contract and completion of supplies in all respect of all orders placed within the validity of this RC.

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6. Security Deposit:

a) You shall have to deposit Security Money for an amount of Five per cent (5%) of the total annual off-take value of the contract including all taxes, duties and other costs and charges, i.e. Rs. 2,65,823/-. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes in the CCL Bank Account OR in the form of Bank Guarantee from an RBI Scheduled Bank in India in the prescribed format provided at Annexure-IV within 15 days from date of issue of RC.

b) The Security Deposit shall be in INR only. Details of bank account in case of deposit through RTGS / NEFT

/ IMPS / other digital modes are given below:

Particulars		
Branch	CCL CAMPUS	
Title of Account	Central Coalfields Ltd.	
Account Number	1106155123	
IFSC Code	SBIN0010400	

c) The Bank guarantee issued by the Issuing Bank on behalf of contractor/supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under."Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below:

	y for issue of BO under Stivis platform is furnished below.		
Name of Beneficiary	Name	Central Coalfields Ltd	
& his details	Hqrs/Area	Hqrs	
	Department	Materials Management	
Beneficiary bank and branch address	Bank A/C No	10106155123	
	Customer ID	80288731402	
	Name of Bank	State bank of India	
	Branch & Address	SME Branch, Doranda, Ranchi-834002	
	SFMS/IFSC Code	SBIN0009620	

(N.B.: The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.)

- d) The SDBG shall remain valid <u>for at least 17 months</u> (12 months to cover validity of RC + 3 months for <u>delivery period</u> (considering order is placed by DDO on last date of RC) + 2 months for processing) from the <u>date of issue of RC</u>.
- e) No payment will be released unless SDBG has been submitted.
- f) Security Deposit will be released after competent approval within 30 days after completion of supplies and acceptance of material by the consignee against the RC.
- 7. Terms of Payment & Submission of documents: As per clause no. 3 of Sec-II (SPECIAL CONDITIONS OF THE CONTRACT) of Buyer Uploaded ATC Document.

8. Other technical terms & conditions:

Particulars	Relevant Clause		
Delivery Period			
Inspection			
Guarantee / Warranty Parameter			
Warranty Replacement	Refer clause no. B of Sec-III of Buyer Uploaded ATC Document.		
Fitment Guarantee			
After Sales Support and Service			
Identification Mark			

- 9. Monthly Statement of Orders/Delivery: You shall have to submit a monthly statement by the 10<sup>th</sup> of each month to the offices of the GM(Excv)/HOD, CCL and GM(MM)/HOD, CCL, a detailed statement giving details of orders received to date under this contract giving order numbers and dates, value of the orders received, delivery schedule, value of order executed and remarks if any.
- 10. Instructions for Direct Demanding Officer(s) for placement of orders against this RC:
  - i) Drawal against the Rate Contract shall be regulated within the off-take limit for One Year which is Rs. 53,16,464.00 (Rupee Fifty Three Lakhs Sixteen Thousands Four Hundred Sixty Four only) (inclusive of all taxes & duties).

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- ii) The orders are to be placed strictly against the approved and duly concurred indent/Materials Budget.
- iii) A copy of the supply order (child contract) placed against the resultant Rate Contract must be endorsed to this office.
- iv) The quantity against individual order should be suitably placed so that there is no inventory build-up. Before placement of order against this Rate Contract, the stock may please be verified
- v) The rate contract shall be operated as per the guideline for "Operation of Rate Contract" circulated from time to time.
- vi) If any item(s) covered in this RC is/are also available in valid Price List of Depot Agreement/MDA, then procurement of such item(s) be made on Lower Cost Basis / Lower Net Cash Outflow basis only after comparing the rates with ruling Depot Agreement Prices.
- vii) List of DDOs, Consignee(s) & Paying Authorities is attached herewith as Annexure-I.

<u>N.B.</u>: All other Terms & Conditions of this Rate Contract shall be as per the terms of the above referred GeM Contract (including Buyer Uploaded ATC document) and GeM General Terms and Conditions on GeM 4.0 (Version 1.12).

# Yours faithfully, For & on behalf of Central Coalfields Limited

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(Himanshu Dhumash) Manager (MM-Pur) (Sunil Kr. Sahay)
General Manager (MM-Pur)

Enclosures:

Sl. No.	Particulars
Annexure - I	List of DDOs, Consignee(s) & Paying Authorities
Annexure - II	Terms & Conditions for Rate Contract for Spares
Annexure - III	E-Payment Mandate
Annexure - IV	Format for Performance Security (Security Deposit) Bank Guarantee

#### Copy forwarded to:

- 1. CGMs/GMs, Areas of CCL Barka-Sayal / B&K / Dhori / Kuju / Argada / Parej / Rajrappa / Dakra / Piparwar / Rajhara / Kathara / M&A
- 2. GM (MM-Pur)/HOD, CCL, Ranchi
- 3. GM (S&IC)/HOD, CCL, Ranchi
- 4. GM (Excv)/HOD, CCL, Ranchi
- 5. GM, Central Repair Shop, P.O. N.T.S., Barkakana
- 6. SO (Excv), CCL areas Barka-Sayal / B&K / Dhori / Kuju / Argada / Parej / Rajrappa / Dakra / Piparwar / Rajhara / Kathara / M&A
- 7. Depot Officer, Regional Stores, Saunda (Barka-Sayal) / Gidi-A / Kuju / Parej / Rajrappa / Dakra / Rajhara / Kathara / Jharangdih (B&K) / Dhori / Piparwar / M&A
- 8. AFMs of CCL-Barka-Sayal / Argada / Kuju / Charhi / Rajrappa / Dakra / Dhori / Piparwar / Rajhara / Kathara / B&K / M&A
- 9. AFM (CS/CWS), CCL, P.O. N.T.S., Barkakana 829103 (Jharkhand)
- 10. GM (MM)'s BCCL/NCL/ECL/MCL/WCL/SECL/CMPDIL

**Approval Details:** 

This issues with the concurrence of Chief Mgr. (Fin-P&P), CCL and approval of GM(MM-Pur)/HOD, CCL vide Note# 190-192 of e-office no. E 1046856.

Manager (MM-Pur)

General Manager (MM-Pur)

Annexure - I

## List of DDOs, Consignee(s) & Paying Authorities

CI No	Dissert D		
SI. No.	Direct Demanding Officers	Consignee Details	Paying Authority Details
1	Depot Officer, Regional Stores, Gidi A, CCL, At & PO: Gidi A, Dist. Hazaribagh (Jharkhand)	Depot Officer, Regional Stores, Gidi A, CCL, At & PO: Gidi A, Dist. Hazaribagh (Jharkhand)	Area Finance Manager, Argada, CCL, At & PO: Argada, Dist. Hazaribagh (Jharkhand)
2	Depot Officer, Regional Stores, Saunda (B-S), CCL, At & PO: Saunda, Dist. Ramgarh (Jharkhand)	Depot Officer, Regional Stores, Saunda (B-S), CCL, At & PO: Saunda, Dist. Ramgarh (Jharkhand)	Area Finance Manager, BarkaSayal, CCL, At & PO: Saunda, Dist. Ramgarh (Jharkhand)
3	Depot Officer, Regional Stores, Kuju, CCL, At & PO: Kuju, Dist. Hazaribagh (Jharkhand)	Depot Officer, Regional Stores, Kuju, CCL, At & PO: Kuju, Dist. Hazaribagh (Jharkhand)	Area Finance Manager, Kuju, CCL, At & PO: Kuju, Dist. Hazaribagh (Jharkhand)
4	Depot Officer, Regional Stores, (NK), CCL, At & PO: Dakra, Dist. Ranchi (Jharkhand)	Depot Officer, Regional Stores, (NK), CCL, At & PO: Dakra, Dist. Ranchi (Jharkhand)	Area Finance Manager, (NK), CCL, At & PO: Dakra, Dist. Ranchi (Jharkhand)
5	Depot Officer, Regional Stores (H), Parej, CCL, At & PO: Ghatotand, Dist. Hazaribagh (Jharkhand)	Depot Officer, Regional Stores (H), Parej, CCL, At & PO: Ghatotand, Dist. Hazaribagh (Jharkhand)	Area Finance Manager (H), CCL, At & PO: Charhi, Dist. Hazaribagh (Jharkhand)
6	Depot Officer, Regional Stores, Rajrappa, CCL, At & PO: Rajrappa, Dist. Hazaribagh (Jharkhand)	Depot Officer, Regional Stores, Rajrappa, CCL, At & PO: Rajrappa, Dist. Hazaribagh (Jharkhand)	Area Finance Manager, Rajrappa, CCL, At & PO: Rajrappa, Dist. Hazaribagh (Jharkhand)
7	Depot Officer, Regional Stores, Rajhara, CCL, At & PO: Rajhara, Dist. Palamu (Jharkhand)	Depot Officer, Regional Stores, Rajhara, CCL, At & PO: Rajhara, Dist. Palamu (Jharkhand)	Area Finance Manager, Rajhara, CCL, Near Shivaji Road, Daltonganj, Dist. Palamu (Jharkhand)
8	Depot Officer, Regional Stores, Piparwar, CCL, At & PO: Bachra, Dist. Hazaribagh (Jharkhand)	Depot Officer, Regional Stores, Piparwar, CCL, At & PO: Bachra, Dist. Hazaribagh (Jharkhand)	Area Finance Manager, CCL, Piparwar, CCL, At & PO: Bachra, Dist. Hazaribagh (Jharkhand)
9	Depot Officer, Regional Stores, Kathara, CCL, At & PO: Jarangdih, Dist. Bokaro (Jharkhand)	Depot Officer, Regional Stores, Kathara, CCL, At & PO: Jarangdih, Dist. Bokaro (Jharkhand)	Area Finance Manager, Kathara, CCL, At & PO: Kathara, Dist. Bokaro (Jharkhand)
10	Depot Officer, Regional Stores, Jarangdih (B&K), CCL, At & PO: Jarangdih, Dist. Bokaro (Jharkhand)	Depot Officer, Regional Stores, Jarangdih (B&K), CCL, At & PO: Jarangdih, Dist. Bokaro (Jharkhand)	Area Finance Manager, (B&K), CCL, At & PO: Kargali, Dist. Bokaro (Jharkhand)
11	Depot Officer, Regional Stores, Dhori, CCL, At & PO: Makauli, Dist. Bokaro (Jharkhand)	Depot Officer, Regional Stores, Dhori, CCL, At & PO: Makauli, Dist. Bokaro (Jharkhand)	Area Finance Manager, Dhori, CCL, At & PO: Dhori, Dist. Bokaro (Jharkhand)
12	Depot Officer, Regional Stores, Magadh & Amrapali, CCL, At & PO: Tandawa, Dist. Chatara (Jharkhand)	Depot Officer, Regional Stores, Magadh & Amrapali, CCL, At & PO: Tandawa, Dist. Chatara (Jharkhand)	Area Finance Manager, Magadh & Amrapali, CCL, At & PO: Tandawa, Dist. Chatara (Jharkhand)
13	GM (MM), CCL	Depot Officer, Central Store, CCL, P.O. – N.T.S., Barkakana, Distt Ramgarh – 829103 (Jharkhand)	Area Finance Manager (CS/CWS), CCL, P.O. – N.T.S., Barkakana, Distt Ramgarh – 829103 (Jharkhand)

(Himanshu Dhumash) Manager (MM-Pur)

(Sunil Kr. Sahay)
General Manager (MM-Pur)

## 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. INTERCHANGEABILITY:

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

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below-mentioned 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. Supply orders against this Rate Contract shall invariably be placed by Direct Demanding Officers (DDOs).
- 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 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)

Manager (MM-Pur)

General Manager (MM-Pur)

### **BHAWANI ENTERPRISES**

9 New Ancillary Area Tupudana, Hatia, Ranchi-3

(OEM to HEC and Ancillary to CCL for HEMM spares) CST: RNS-489(C) BST: RN (S) 798, SSI No 03/12/04619/PMT TIN.NO.20400105309,GST.NO.20ANTPS5537J1ZI TELEGRAM: - ISO 9001-2015

MSME UNIT

'BHAWANI EXCVSPARE' RANCHI-834003-MSME-UAN-JH20B0010034/UDYAM-JH20-0008621

Phone: (0651) 2290215 (O) 09234301215 (R) Mobile: 09934550190, E-mail: bhawahienterprises229@gmail.com

GEM/2023/B/4002063 Dated: 19-10-2023

ANNEXURE -X

## MANDATE FORM (Format for Bank Details for Electronic Payment)

The General Manager/HOD Material Management Department Central Coalfields Limited HQ, Darbhanga House, Ranchi Dist. Ranchi, Jharkhand – 834 001

Ref: Authorization of all our payments through Electronic Fund Transfer System (NEFT / RTGS / CBS / Intra

We hereby authorize Central Coaffields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer. We confirm that we are registered with CCL for e-payment.

Name: SHASHI BHUSHAN SINGH

Date: 25/12/2023

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(Authorized Signatory)

(Official stamp)

BHAVAN LIVERPRISES

Proprietor

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### <u>Security Deposit Bank Guarantee Format</u> (On a non-judicial stamp paper)

M/s. Central Coalfields Limited,

the Contractor regarding the claim.

Darbhanga House, Dist.: Ranchi, Jharkhand – 834001
Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no Dated between (Name of Purchaser Company) and (Name of Supplier Company)
Messers
The
We(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compet the Bank to pay the same or calling on the Company to compel such payment by the Contractor.
Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of

the amount or that any arbitration proceeding or legal proceeding is pending between the Company and

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

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The Bank further agrees that in case this guarantee is requi by the Bank beyond the period specified above, the Bank Rs or such lesser sum as may then be due require.	shall pay to the Company the said sum of
Notwithstanding anything herein contained the liability of the Rs only. The guarantee shall remain in force till the is renewed or a claim is preferred against the Bank within the the said date, all rights of the Company under this guarantee and discharged from all liability hereunder except as provided	day of 20 and unless the guarantee e validity period and/or the claim period from e shall cease and the Bank shall be released
The Bank has under its constitution power to give this gu person(s)] who have signed it on behalf of the Bank has auth	arantee and [(Name of the ority to do so.
Dated thisday of20	
Place	Signature of the authorized person(s)



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