





Central Coalfields Limited

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

[BY REGD POST/E-MAIL] Date: 12.04.2024

ADDENDUM TO RATE CONTRACT No. GEMC-511687707306528 'A'

Fuelling Sustainable Growth

To

M/s. Veer Engineering Works

56, Harsh Nagar, Robertsganj, Railway Station Road,

Sonbhadra, Uttar Pradesh-231216

Email: jvc_rbj@yahoo.com

GeM Seller ID - <u>09D9200001175054</u>

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

ef: 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-511687707306528 Dt. 12.04.2024

Dear Sir,

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):

1. <u>Scope of Supply</u>: 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				(111 1/3.)
41	4400019700	PINION	104019016	No.	26,700.00
42	4400015947	GEAR	100319071 / 1004.19.015	No.	1,69,000.00
DE-CENTR	RALIZED ITEMS		a section of the sect	110.	1,03,000.00
7	4400019306	Bushing	1040.02016 / 41040001016 / 1005.02.14	N-	7 000 00
15	4400110953	Washer	1040 03 218 / 4104002219 / 4002 02 020	No.	7,080.00
N.B.: Detaile	ed technical spec	ification will be as	per bid document & the offer of the firm as acce	No.	2,680.00
MAKE. W	EXX/		por Dia document a tire offer of the firm as acce	pted by T	echnical Dep

MAKE: 'VEW'

- 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. 35,65,680.00 (Rupee Thirty Five Lakhs Sixty Five Thousands Six Hundred Eighty only) (inclusive of all taxes & duties). As soon as this limit of Rs. 35,65,680.00 (Rupee Thirty Five Lakhs Sixty Five Thousands Six Hundred Eighty 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. Veer Engineering Works, 56, Harsh Nagar, Robertsganj, Railway Station Road, Sonbhadra, Uttar Pradesh-231216. GSTIN 09AAEFV5871A1Z4.
- 5. <u>Price</u>: Contract prices are inclusive of IGST @ 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. 1,78,284/-. 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

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:

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 for at least 17 months (12 months to cover validity of RC + 3 months for delivery period (considering order is placed by DDO on last date of RC) + 2 months for processing) from the date of issue of RC.
- 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.
- 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	Refer clause no. B of Sec-III of Buyer Uploaded ATO Document.		
Warranty Replacement			
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 10th 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. 35,65,680.00 (Rupee Thirty Five Lakhs Sixty Five Thousands Six Hundred Eighty only) (inclusive of all taxes & duties).

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Date: 12.04.2024

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Date: 12.04.2024

- 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
- 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
- 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.

N.B.: 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

(Himanshu Dhumash) Manager (MM-Pur)

General Manager (MM-Pur)

Enclosures:

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List of DDOs, Consignee(s) & Paying Authorities	
Terms & Conditions for Rate Contract for Spaces	
E-Payment Mandate & Copy of Cancelled charges	
Format for Performance Security (Security Deposit) Bank Guarantee	
	Particulars List of DDOs, Consignee(s) & Paying Authorities Terms & Conditions for Rate Contract for Spares E-Payment Mandate & Copy of Cancelled cheque Format for Performance Security (Security Denosit) Park Contract

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 /
- 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
- 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

Manager (MM-Pur)

General Manager (MM-Pur)

Annexure - I

List of DDOs, Consignee(s) & Paying Authorities

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. Bokard (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)
14	CGMs/GMs of All Areas of CC	:L	

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

Date: 12.04.2024

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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Date: 12.04.2024

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).
- PERIOD UPTO WHICH ORDERS WILL BE PLACED: 9.

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.

- The price agreement is the sole repository of CENTRAL COALFIELDS LIMITED and shall be governed 10. by the terms and conditions mentioned above.
- The Court at Ranchi only will have the jurisdiction to deal with or decide any legal matter or dispute 11. whatsoever arising out of this contract.

(Himanshu Dhumash)

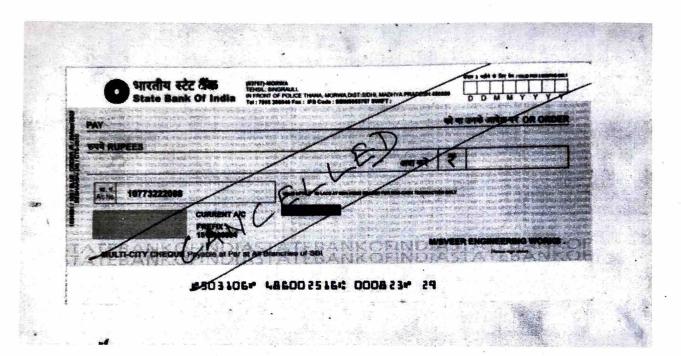
Manager (MM-Pur)

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

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MANDATE FORM I	Cormat for Bank Details for Bleets	ANNEXORE_X
The Comment Seasons COD Manager I American COD Control Constitution of Department Control Constitution of Proc. Control Constitution of Proc. Control Places, Respect Control Places, Respect Control Respect Control Con		oble Perment)
Old Report sheethand - 634,001 Ref-Authorization of all our payme		
Visit in the process of the Control Co	nile through Electronic Fund Transfer Bo side Limited to make all our payments a reposit, excuply Electronic Lund Service by What registered Communications	Man NET / KTOS / Cos Mine of Particular of Man KTOS Cost / Cost
	Production of the state of the	- ((1000 m))
b) The details for facilitating the payor. L. Name of the payor.	Maries (Chicke Onto (If rich registered with CCL) are given b	(stemp) POM DW
a) Name of the Bank: S	WEER ENGINEERING. TATE BANK OF INDIA MORWA.	WORKS
Telephone No.: 3 Objit MCR Code Number: CA appeared:	FINERAULT, DISTRE	SIDHI, М.Р
Type of account Savings / Q Account No.	SIATNO CO 37-67	
(Please attach photocopy of a can	called charges to have	Account debated
or not effected at all for reasons of incor Coaffeids Limited responsible.	meles or incorrect information	Salar In Control
BANK CERTIFICATION It is certified that above manifested benefit	Signature of the Contract	
If is certified that above manifered benedles and the Bank particulars manifored above a Bank's Stamp	(CO)	
	Spiritual to a super organization of a Panical Kulmair or a SS No. P-14038	State

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

M/s. Central Coalfields Limited,
Darbhanga House,
Dist.: Ranchi, Jharkhand – 834001

Re: Bank Guarantee in respect of Notification of Award / Purchase Order vide no. Dated...........

id (Name of Supplier Company)
a Company/Firm having its office at No. einafter called 'the Contractor') has received the
ated (hereinafter called 'the said Agreement') with er Company) (hereinafter called 'the Company') to
ting to Rson the terms and conditions se Order.
(hereinafter called 'the Bank') having its office Contractor agreed to give the guarantee as hereinafter
do hereby unconditionally agree with the Company that perform the terms and conditions of the said Agreement inder, the Bank shall on demand and the said sum of Rs or any portion thereof any legal remedy that may be available to it to compel by 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 Contractor regarding the claim.

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 required for a longer p	eriod and it is not extended
by the Bank beyond the period specified		
Rs or such lesser sum a	s may then be due to the Company	and as the Company may
require.		

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs....... only. The guarantee shall remain in force till the...... day of 20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give person(s)] who have signed it on behalf of the Bank h	
Dated thisday of20	
Place	Signature of the authorized person(s) For and on behalf of the Bank.



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