

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरातना कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी
कंपनी)



Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

Materials Management Department



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

RATE CONTRACT

Ref. No. 63816981/117A1097

Date: 30.05.2018

To

| | |
|--|--|
| M/s Fresenius Kabi India Pvt Ltd A-3, MIDC, Ranjangaon Ganpati, Tal Shirur, Dist Pune-412220 | E-Mail ID: mohammad.alim@fresenius-kabi.com PCC: By Registered Post Vendor Type : Manufacturer |
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Sub: Rate Contract for supply of Medicines.

Ref: i) Our Tender No. NCL/SGR/MMD/117A1097/86 dtd. 19.11.2017, opened on 21.12.2017, for conclusion of Rate Contracts for supply Medicines (Tender ID 2017_NCL_85255_1).

ii) Your offer submitted online vide Bid ID: 254368 dated 19.12.2017 & subsequent shortfall/confirmatory documents.

iii) Your Letter No. NIL dated 04.05.2018.

Dear Sirs,

With reference to the above, we are pleased to enter into a Rate Contract with you for supply of Medicines to Nehru Shatabdi Chikitsalaya, Jayant (MP) and Bina Hospital (UP) at the Prices/Terms & Conditions stipulated hereunder:-

Scope of Supply:

| Sl. No. | Description of Item(s) | Quantity for DDOs located in | | Units | Basic Rate per Unit (in Rs.) |
|---------|---|------------------------------|-----|-------|------------------------------|
| | | MP | UP | | |
| 1 | INTRALIPID 20% OR EQUIVALENT (INTRALIPID 20%), 500ML BOTTLE. (INTRALIPID 20% 500ML) | 460.00 | NIL | BOT | 700.00 |
| 2 | N(2) - L - ALANYL - L- GLUTAMIN INFUSION 100 ML (DIPEPTIVEN 100 ML) 100ML BOTT (DIPEPTIVEN 100 ML) | 25.00 | NIL | BOT | 1400.00 |
| 3 | OMEGA 3 FATTY ACID 50ml INJ. (OMEGA 50 ML) (OMEGAVEN 50 ML) | 100.00 | NIL | VIAL | 612.00 |

Rate Contract: This is a Rate Contract whereby the prices are FIRM and Fixed. The quantity to be procured during the currency of the Rate Contract is not fixed and the same will be drawn by the DDO's based on their actual requirement from time to time "on as and when" required basis.

GST: GST shall be payable extra at actuals at legally applicable rate at the time of supply on Basic Price, which is presently applicable as GST@ 5 % for all the items.

If there is any statutory increase in the rates of taxes & Duties during the extended Delivery Period (beyond stipulated delivery period), NCL shall not pay increase in the Taxes and Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

Validity of Rate Contract:- This Rate Contract shall remain valid for a period of one year from the date of issue. However, NCL reserves the right to short close the R/C or conclude parallel Rate Contract(s) with other firms.

Basis of Price:- Prices are on FOR destination basis inclusive of Packing & Forwarding, Freight & Insurance charges for supply up to destination. The prices shall remain firm till completion of supplies .

Execution of Supply & Raising of Bill for Payment:- Supply Order will be placed directly on you by DDOs with a copy to your authorized distributor /dealer M/s. A.R Corporation, Near Gayatri Mandir, Ward No:8, Madhauri, Singrauli, Pincode - 486889 (MP) for execution of supply & raising the bill for payment. You will stand guarantee for genuineness of the materials supplied by you. In case of any discrepancies with regards to supply of Medicines, price, quality of Medicines, claim of payment thereof, you will be fully responsible. The distributor / stockiest / dealer must have the valid Drug License.

Banker's Name, Address & Account No. of M/s. A.R Corporation Singrauli (MP):- State Bank Of India Branch Morwa Branch Singrauli. Current Account No.: 35322139030, IFS Code: SBIN 0003767.

Delivery Period:- within 60 days from date of placement of order by direct demanding officer as per their requirement time to time. The date of receipt of Medicines at consignee's stores shall be taken as the final date of delivery.

Guarantee/Warranty & Shelf Life –

(i) Medicines to be supplied should not have less than 75% of total life at the time of medicines receiving at consignee's end .

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

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

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

(v) You 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 you to replace defective material, such replacement shall be made by you 100% free of cost without any extra cost to Northern Coalfields Limited. The new items should be supplied on FOR destination basis free of cost.. Warranty 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.

Mode of Dispatch:-The stores will be despatched by Road Transport on freight paid basis for delivery on FOR Destination to the Consignee duly insured/ properly packed. In case of small consignment, it may be sent by Post Parcel.

Security Deposit:- Security Money for 10% (ten percent) of the value of the respective orders against the Rate Contract (Landed value) placed by the DDOs in the form of Bank Draft drawn in favour of Northern Coalfields Ltd. payable at NSC, Jayant / Bina Project , or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of NCL. The Bank Guarantee shall remain valid for a period of Delivery + 03 months, which in any case shall not be less than 06 months, from the date of issuance of the said Bank Guarantee.

In case you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance is to be kept recorded for future dealings with you. Security Money shall be refunded within 30 (Thirty days) of satisfactory execution of the Supply order/contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

In case, Security Deposit is submitted in the form of Bank Guarantee, you may please note the following:

- xxv. The Bank Guarantees should be issued through Structured Financial Messaging System (SFMS)
- xxvi. Beneficiary bank / branch IFSC Code: ICIC0003529 should be mentioned.
- xxvii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
- xxviii. If the BG is issued by ICICI Bank Branches, the following text should be incorporated in BG:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No.86, Opp. Post-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh-486889.”

Wherever value of purchase order is less than one lakh, Security Deposit shall not be applicable.

Terms of Payment:-100% payment will be arranged by the Paying Authority within 21 days of receipt and acceptance of materials at site by the consignee or submission of bills whichever is later.

Consignees / DDOs (Direct Demanding Officers) /Paying Authority:- Medical Officer (I/C) of Bina Hospital shall be DDO/ Consignee for Medicines required for Hospital and Dispensaries located in UP and Medical Officer (I/C) Store of NSC shall be DDO/Consignee for Hospital and Dispensaries located in MP. Details of Consignee/ DDOs and paying authority are as under :

| Sl. No. | Consignee/ Direct Demanding Officer | Paying Authority |
|---------|---|--|
| 1 | Medical Officer (I/C) Store , Nehru Shatabdi Chikitsalaya, Jayant, NCL, P.O. : Jayant Colliery, Distt. Singrauli (M.P.): 486 890. MPGSTIN No. 23AABCN4884H1ZE | The Area Finance Manager, Nehru Shatabdi Chikitsalaya, Jayant, NCL, P.O.: Jayant Colliery, Distt. Singrauli (M.P.): 486 890. |
| 2 | Medical Officer (I/C) , Bina Hospital, NCL, PO Bina Colliery, Dist: Sonebhadra: U.P – 231220. UPGSTIN No. 09AABCN4884H1Z4 | The Area Finance Manager, NCL PO Bina Colliery, Dist: Sonebhadra: U.P – 231220 |

Submission of Bills:-

A. Following documents required to be submitted to the Consignee:

- lxiv) Consignment Note.
- lxv) Delivery Challan in original.
- lxvi) One copy of the bill.
- lxvii) Warranty/Guarantee Certificate/Inspection Report wherever required.
- lxviii) Manufacturers test certificate
- lxix) Lowest Price Certificate
- lxx) Any other documents specified in the Supply order.

B. Following documents should be submitted to the Paying Authority:

- xlvi) 100% bill in triplicate duly stamped and pre-receipted.
- xlvii) Copy of the consignment Note
- xlviii) Warranty/Guarantee Certificate/Copy of the Inspection Note wherever required.
- xlix) Lowest Price Certificate.
- l) Any other documents specified in the Supply order.

Lowest Price Certificate:- You shall certify on the body of each invoice /bill that the "Prices charged by us in the bill are the lowest and is the same as applicable to other Government Deptt./PSUs including subsidiaries of CIL and other organizations .

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

Price Fall Clause: You have to undertake that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the us.

Liquidated Damages Clause :

In the event of failure to deliver the stores within the stipulated date/period in accordance with 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, NCL shall have the right:-

- a) To recover from you, as agreed liquidated damages a sum not less than 0.5% (half percent) of the price of any store which you have 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). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of Material Management Division of NCL
- b) To purchase elsewhere after due notice to you on your account and risk, the stores not supplied or others of a similar description without cancelling the supply order in respect of 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 your and risk and cost 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) Whenever, under this contract, a sum of money is recoverable from and payable by you, NCL 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 any contract should this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

Delivery/Stock: The stores will be delivered on "As and when required basis" and adequate stocks of item will be maintained by you to ensure timely supply against orders to be placed by the Consignee.

Inspection:

- i) Materials under supply shall be of the best quality and shall be in accordance with the specification laid down in the supply order.
- ii) Final inspection will be carried out at the consignee's end.

Risk Purchase: In the event of your failure to deliver the stores within the stipulated date/period of the Rate Contract / supply order, or in the event of breach of any of the terms and conditions mentioned in the Rate Contract/ supply order, NCL has the right to purchase stores (lubricants/greases) from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any supplies pending in NCL and also in any other Subsidiary companies/Coal India Ltd.

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 outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, 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 conditions.

(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 last out of force majeure, NCL 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 any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

Off-take Value (Rs.) : Annual off-take value for the qty. indicated in the scope of supply is as under :

| | |
|--|-----------|
| Annual Off-take for Hospitals / Dispensaries located in MP (Rs.) | 439110.00 |
| Annual Off-take for Hospitals / Dispensaries located in UP (Rs.) | NIL |
| Total Annual Off-take value (Rs.) | 439110.00 |

Monthly Statement of Material Supplied:- You are required to submit a statement in duplicate by the 5th of every month to this office showing the supply order indicating the position as on the last date of previous month on the proforma given below.

| Sl. No. | Supply order No. | Quantity ordered | Qty. supplied during the month | Qty. balance to be supplied |
|---------|------------------|------------------|--------------------------------|-----------------------------|
| | | | | |

Integrity Pact:- The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed as Annexure-I).

The Rate Contract is concluded with this acceptance. We enclose two copies of the Rate Contract, one of which should be returned to us within 15 days duly stamped and signed by you as a token of acceptance of this Rate Contract, or else it will be construed that you have accepted the Rate Contract.

Encl:- Annexure - I: Integrity Pact
Annexure - II: Format for Security Deposit

Yours faithfully,

(Bipin Maurya)
Asst. Manager(MM)

(M M Sarewar)
Chief Manager(MM)

Copy to:-

The Chief Vigilance Officer, NCL, Singrauli.

The Chief of Medical Services, NCL/CMS (I/C), N.S.C. Jayant.

The Chief of Medical Services (In-charge), Central Hospital, Singrauli.

The General Manager (Fin.)/In-charge, NCL, HQ, Singrauli.

The MO(I/C) (Stores), NSC,jayant & Bina Hospital /AFM, NSC , Jayant

The GM (MM), SECL/BCCL/CCL/WCL/MCL/ECL/CMPDIL.

The Progress Cell, NCL, Singrauli.

M/s. A.R Corporation,

Near Gayatri Mandir,

Ward No:8, Madhauri,

Singrauli - 486889

This Rate Contract is issued against AMI 2016-17 for Medicines, as per the approval accorded by FDs in its 562nd meeting held on 23.05.2018.

(Bipin Maurya)
Asst. Manager(MM)

(M M Sarewar)
Chief Manager(MM)