



WESTERN COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager(MM)
Materials Management Department,
Coal Estate, Civil Lines
Nagpur 440 001

Ph. PBX : 0712 - 2511381,
2511227 EXT 5529 or 5824
Fax : 0712 - 2510284
Website : westerncoal.gov.in

RC NO:-11000132419995

DATE: 10.05.2019

// **BY SPEED POST.** //

To
M/s. Cipla Limited,
P/115, Bombay Warehousing Industries,
Near Wadi T Point,
MIDC,
Nagpur - 440028

Vendor Code:-516138
Tel:-9822436440
Fax: 7104-220904
Email:-ngp@cipla.com

Dear Sir,

SUB:- RATE CONTRACT for Supply of Medicines under Group B valid for two years**REF:-** (i) Our e-tender no. hq-pur-ad-ra-e100-2017-18 opened on 18.01.2018 for conclusion of Rate Contract valid for two years for supply of medicines under Group B.

(ii) Your offer no. CIP:NGP:18-19:I-126-I-56 (Bid ID No. 262296 dt-16.01.2018 and subsequent correspondences

(iii) Your confirmation letter no. NIL dtd. 18.03.2019

With reference to the above, we are pleased to enter into a Rate Contract with you for a period of two years for supply of MEDICINES to the HOSPITALS/Hqrs Dispensary of Western Coalfields Limited, situated in the States of Maharashtra and Madhya Pradesh on the Price, Terms and Conditions stipulated here under :

RATE CONTRACT ; 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 on, as and when required basis.

VALIDITY PERIOD ; This Rate Contract shall remain valid for a period of TWO YEARS from the date of issue i.e. 10.05.2019 to 09.05.2021. (Both days inclusive)

DESCRIPTION OF STORES :

SI No.	NIT Item SI No	Item Description	UoM	Drug Form	Basic rate (Rs/Unit)
1	25	Moxifloxacin 0.5% - 5ml For M.S.	Each	Drops	40.00
2	26	Moxifloxacin 0.5% - 5ml For M.P	Each	Drops	40.00
3	33	Montelukast 10 mg For M.S	Tablet	Tab/Cap	3.66
4	34	Montelukast 10 mg For M.P.	Tablet	Tab/Cap	3.66
5	95	DPI : Salmeterol 50 mcg + Fluticasone 250 mcg For M.S.	Each	Rotacap/ Repsules	2.17
6	96	DPI : Salmeterol 50 mcg + Fluticasone 250 mcg For M.P.	Each	Rotacap/ Repsules	2.17

SI No.	NIT Item SI No	Item Description	UoM	Drug Form	Basic rate (Rs/Unit)
7	159	Fluticasone Propionate 100 mcg For M.S.	Each	Inhaler/Nasal Spray	82.00
8	160	Fluticasone Propionate 100 mcg For M.P.	Each	Inhaler/Nasal Spray	82.00
9	167	itrop plus For M.S.	Each	Drops	31.00
10	168	itrop plus For M.P.	Each	Drops	31.00
11	227	Salmeterol 25mcg + Fluticazone Proprionate 250 mcg - 120 MDI For M.S.	Each	Inhaler	130.00
12	228	Salmeterol 25mcg +Fluticazone Proprionate 250 mcg - 120 MDI For M.P.	Each	Inhaler	130.00

TERMS AND CONDITIONS :

1. PRICES:- The above Price is on F O R Destination i.e. inclusive of Packing, forwarding, freight and insurance charges up to destination..You will be responsible for safe arrival of materials up to destination. The above prices shall remain FIRM till execution of orders placed against this Rate Contract.

2. GST: GST shall be payable extra as per prevailing rules against invoice raised as per GST laws. Tax invoices be submitted as per provision of GST Act 2017. Paying authority /consignee shall avail Input Tax Credit for the goods/services if admissible. Present rate of applicable GST is 12% for supplies

3. DELIVERY PERIOD : Delivery should commence within 30 days and to be completed within 45 days from the date of issue of supply order .
The delivery shall be reckoned from the 7th (seventh) day of the date of order.

4. PAYMENT TERMS :-100% Payment shall be made within 21 days from the date of receipt and acceptance of materials at site or submission of bills, whichever is later.

5. SUPPLY POINT:- You may execute the supplies through M/s Swati Medical Agencies, H.NO-281,4A, Gurudatta Society, Adarsh Nagar, Wadi, Dist-Nagpur-440023, Ph. No-0712-2539873. However you should stand guarantee for medicines supplied by your supply points.

6. Brand name & Pack size :

SI No.	NIT Item SI No	Item Description	Brand Name	Drug Form	Pack Size
1	25	Moxifloxacin 0.5% - 5ml For M.S.	MOXICIP EYE DROPS	Drops	5 ml
2	26	Moxifloxacin 0.5% - 5ml For M.P	MOXICIP EYE DROPS	Drops	5 ml
3	33	Montelukast 10 mg For M.S	MONTAIR	Tab/Cap	15 Tablet
4	34	Montelukast 10 mg For M.P.	MONTAIR	Tab/Cap	15 Tablet
5	95	DPI : Salmeterol 50 mcg + Fluticasone 250 mcg For M.S.	SEROFLO 250 ROTACAPS	Rotacap/Repsules	30 Capsules
6	96	DPI : Salmeterol 50 mcg + Fluticasone 250 mcg For M.P.	SEROFLO 250 ROTACAPS	Rotacap/Repsules	30 Capsules
7	159	fluticasone Propionate 100 mcg For M.S.	FLOMIST NASAL SPRAY	Inhaler/Nasal Spray	100 MD
8	160	Fluticasone Propionate 100 mcg For M.P.	FLOMIST NASAL SPRAY	Inhaler/Nasal Spray	100 MD
9	167	itrop plus For M.S.	ITROP PLUS EYE DROPS	Drops	5 ml
10	168	itrop plus For M.P.	ITROP PLUS EYE DROPS	Drops	5 ml
11	227	Salmeterol 25mcg + Fluticazone Proprionate 250 mcg - 120 MDI For M.S.	SEROFLO 250 CFC FREE INH	Inhaler	120 MDI

Sl No.	NIT Item Sl No	Item Description	Brand Name	Drug Form	Pack Size
12	228	Salmeterol 25mcg +Fluticazone Propionate 250 mcg - 120 MDI For M.P.	SEROFLO 250 CFC FREE INH	Inhaler	120 MDI

7. CONSIGNEE:- As indicated in Annexe-A.

8. PAYING AUTHORITY:- AREA FINANCE MANAGER of respective WCL Areas
Details enclosed as per Annexe-A.

9. SUBMISSION OF BILLS : The order received from Direct Demanding Officer should be completed on top priority basis. You shall arrange timely dispatch of materials to the consignee with the following particulars:

Pre- receipted & duly stamped GST compliant bills in quadruplicate is to be submitted to the consignee duly supported by copy of challan, invoice/consignment note, Guarantee/Warranty Certificate & any other relevant document as specified in RC, who after necessary formalities shall forward the bill along with SRV to the paying authority for further needful action.

10. MODE OF DESPATCH:-All stores securely packed are to be dispatched to respective consignee's by Road Transport only on freight paid basis.

11. SECURITY DEPOSIT:- You shall submit the Security Deposit of Rs. 2,15,642/- (Rupees Two Lakhs Fifteen Thousand Six Hundred Forty Two Only) (10% of estimated off take of Rate Contract) in form of Demand Draft/ Bank Guarantee drawn in favour of Western Coalfields Limited, Nagpur shall have to be deposited by you within 15 days from the date of issue of this contract.

The Bank Guarantee should be in the format enclosed as Annexure-C and valid upto 09.05.2021. The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The Bank Guarantee shall be refunded to the firms after successful execution of the contract.

The banker of the firm shall issue Bank Guarantee on SFMS (Structured Finance Message Service) platform. The beneficiary details are as under:

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd 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 and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.
General Manager (MM) I/c, Materials Management Wing, Western coalfields Ltd HQ, Coal Estate, Civil lines, Nagpur – 440001, Maharashtra

Note: EMD shall be refunded to you after receipt of Security Deposit .

12. DIRECT DEMANDING OFFICER : CGM/GM of respective Areas or CMS I/c/ Area Medical Officer of respective Area or their authorized representative will be DDO's against this rate contract and they would draw their requirement by placing supply order as and when needed during the currency of the rate contract. The details are as per enclosed Annex-"A".

DDO's shall place order for medicines against subject Rate Contract on you with a copy to your authorized supply point. You are however allowed to divert the orders to your authorized supply point for supply of medicines. Invoices/bills shall be raised by the rate contract holder/supply point & payment to be made accordingly to RC holder/supply point as the case may be.

Note to DDOs:

Area wise estimated off take of the Rate Contract inclusive of GST Charges is as under :

Area	Estimated off take of RC (Rs)
Majri	3472.00
Ballarpur	58688.00
Chandrapur	238377.40
Wani	224898.16
Umrer	185478.50
Nagpur	249485.56
Total For Maharashtra (M.S.) (A)	960399.62
Pench	468836.68
Kanhan	139285.64
Pathakhera	587897.74
Total For Madhya Pradesh (M.P.) (B)	1196020.06
Total value of RC (A+B)	2156419.67

13. GUARANTEE / WARRANTY : The minimum shelf life should not be less than 3/4th of the total shelf life of the drugs & pharmaceuticals as indicated on the label / packing from the date of receipt of materials at consignee stores. In the event of any rejection of materials, the same has to be replaced by the supplier at free of cost.

14. LIQUIDATED DAMAGES:: In the event of failure to deliver the stores within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

(a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer.

(b) To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier 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 store at the risk and cost of the supplier and also

(d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.

- e) To encash any available Bank Guarantee / security deposit for recovery of the penalty.
- (f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of CIL's Subsidiary Company. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining amount.
- (g) The supplier shall not be entitled to any gain under this clause.

15.INSPECTION : Inspection of stores will be arranged by the consignee at site. If any defect is found in the materials, you will have to arrange for replacement of the same free of cost immediately i.e. within 30 days from the date of receipt of complaint.

16. 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 blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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 WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

17.PRICE FALL CLAUSE:- You shall 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 state that similar product / systems or sub systems 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 BUYER, if the contract has already been concluded.

18.STOCKS:-In order to meet the urgent demand against this RC at any time during the validity period, you are requested to maintain sufficient stock. It may however be noted that the purchase will not be responsible to take any quantity leftover with the supplier after termination of the contract.

19.PACKING:- Stores should be properly packed & you will be held responsible for the stores not being sufficiently & properly packed for transport by road so as to ensure that they are being free from loss or injury on arrival at their destination. The packing of the stores will be done at your own expenses.

20.SHORT CLOSURE OF RATE CONTRACT ; Western Coalfields Limited reserves the right to short close the rate contract at any point of time without assigning any reasons.

21. INTEGRITY PACT:- The Integrity Pact signed & submitted by you along with your offer shall remain valid & applicable against this Rate Contract. Independent External Monitors of the Contract are :

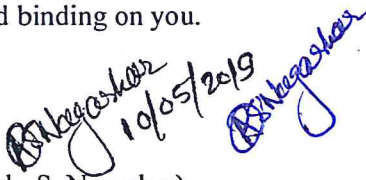
1-Shri A.K Bajaj,A-167, Defence Colony,New Delhi,-110024

2-Shri A. K Mohapatra,IFS(Rtd),S-1, Qrs No:-B-5/9,Unit-9,Bhoi Nagar, Bhubaneshwar-751022.

22. GENERAL TERMS & CONDITIONS OF SUPPLY:- This order shall be governed by enclosed General terms and conditions (Annexure- B) of supply unless and otherwise specified in the above paragraphs.

This order is being placed on the basis of terms & conditions already accepted by you. You may acknowledge receipt of the order by returning the duplicate copy of the order duly signed & stamped with seal of your company.

In case of any dispute, the decision of General Manager (MM)HOD, WCL (HQ) Nagpur shall be final and binding on you.


(Ashish S. Nagarkar)
Dy. Manager (MM)

Your faithfully,


(K.S.R. Diwakar)
Chief Manager(MM)

Encl.: (i) List of DDOs, Consignee, Paying Authority .-Annexure "A"
(ii) General Terms & Conditions- Annexure-B
(iii) Format of Bank Guarantee – Annexure- C

Copy to :

1- CMS I/c , WCL Hqrs, Nagpur:-

2- GM/CGM of all Areas of WCL

3-GM(F)-I/GM(Fin)-II WCL Hqrs, Nagpur

4-SO(MM)/Area Medical Officers/AFM/ Majri/Ballarpur/Chandrapur/Umrer/Nagpur/Wani/Pench/
Pathakhera/Kanhan

5.-Shri A.K Bajaj,A-167, Defense Colony,New Delhi,-110024

6-Shri A. K Mohapatra,IFS(Rtd),S-1, Qrs No:-B-5/9,Unit-9,Bhoi Nagar,Bhubaneshwar-751022.

7.M/s Swati Medical Agencies, H.NO-281,4A,Gurudatta Society, Adarsh Nagar,Wadi, Dist-Nagpur-
440023,Ph No-0712-2539873..

ANNEXURE - "A"

LIST OF DIRECT DEMANDING OFFICERS, CONSIGNEE & PAYING AUTHORITY

Area	Direct Demanding Officers	Consignee	Paying Authority
Ballarpur	Area General Manager/Area Medical Officer Ballarpur Area, PO : Sasti Tehsil : Rajura-442706Distt. Chandrapur(MS)	Area Medical Officer, WCL, Ballarpur Area, Sasti Dispensary, PO Sasti Tal. Rajura(M) Dist. Chandrapur.	Area Finance Manager Office of the AGM, WCL, Ballarpur Area, PO : Sasti Tehsil : Rajura-442706 Dist. Chandrapur(MS)
Chandrapur	Area General manager/ Area Medical Officer, WCL, Chandrapur Area, PO Babupeth, Dist. Chandrapur	Area Medical Officer WCL, Chandrapur Area, HLC Hospital, PO Lalpeth, Dist. Chandrapur(MS)	Area Finance Manager, Office of the AGM WCL, Chandrapur Area, PO Babupeth, Dist. Chandrapur
Wani	Area General Manager/Area Medical Officer, WCL, Wani Area, PO. Tadali (Urjagram)- 442 406, Dist. Chandrapur(MS)	Area Medical Officer, Rajiv Ratan Hospital, WCL, Wani Area, PO. Ghugus Colliery- 442 505, Dist. Chandrapur	Area Finance Manager, WCL, Wani Area, Urjagram, PO Tadali, Dist. Chandrapur(MS)
Majri	Area General Manager/Area Medical Officer, WCL, Majri Area, Kuchna, PO. Shembul-442 907, via-Warora, Dist. Chandrapur	Area Medical Officer WCL, Majri Area Hospital, PO Shembul-442 907, Via-Warora, Dist. Chandrapur	Area Finance Manager Office of the AGM, WCL, Majri Area Kuchna PO Shembul-442907, via-Warora, Dist. Chandrapur
Nagpur	Area General Manager/Area Medical Officer, WCL, Nagpur Area, Jaripatka-440 014, Nagpur	Chief Medical Officer, JN Hospital, WCL, Nagpur Area, PO Kanhan, Dist. Nagpur	Area Finance Manager, Office of AGM, WCL, Nagpur Area, PO Jaripatka 440 014, dt. Nagpur
Umrer	Area General Manager/ Area Medical officer, WCL, Umrer Area, PO. Umrer-04 Dist. Nagpur(MS)	Area Medical Officer, WCL, Umrer Area Area Hospital, PO Umrer-4 Dist. Nagpur(MS)	Area Finance Manager, Office of the AGM Umrer Project PO Umrer, 04, Dist. Nagpur
Pathakhera	Area General Manager/Area Medical Officer, WCL, Pathakhera Area PO. Pathakhera Colliery, Distt. Betul(MP)	Area Medical Officer, Area Hospital, WCL, PathakheraArea, PO Pathakhera Colliery, Distt. Betul(MP)	Area Finance Manager, Office of the AGM/ WCL, Pathakhera Area PO Pathakhera Colly. Distt. Betul(MP)
Pench	Area General Manager/ Area Medical Officer, WCL, Pench Area PO. Parasia-480 441 Dist. Chhindwara(MP)	Area Medical Officer, Borkui Hospital, WCL, Pench Area, PO Chandametta, 480 447, Dt. Chhindwara(MP)	Area Finance Manager, Office of the AGM Pench Area, PO. Parasia 480 441, Dt. Chhindwara (MP)
Kanhan	Area General Manager/ Area Medical Officer, PO. Dungaria, Dt. Chindwara(MP) Rly. Stn. Junnardeo(CR) Pin 480553	Area Medical Officer, Area Hospital, PO Dungaria, Distt. Chhindwara(MP) Rly Stn. Junnardeo(CR) Pin 480 553	Area Finance Manager Office of the AGM, WCL, Kanhan Area P.O. Dungaria-480 553 Distt. Chhindwara(MP)

ANNEXURE – “B”

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

- i. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- ii. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
- v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- vi. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
- ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- x. The term PARTICULARS shall mean the following :
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary make denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
- xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
- xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.