



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:-11000132419997

DATE: 10.05.2019

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

To
M/s Glenmark Pharmaceuticals Limited,
Glenmark House,
B.D.Sawant Marg, Chakala,
Andheri West,
MUMBAI - 400 099

Vendor Code:-516812
Tel:-8884111968
Fax: 8067751320
Email:-pravin.shigvan@glenmarkpharma.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. WCL-hq-pur-ad-ra-e-100-2017-18 (Bid ID No. 263032 dt-12.01.2018 and subsequent correspondences
(iii) Your confirmation letter no. INST-BUSS-WZ/SN/18-19 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 :

Sl No.	NIT Item Sl No	Item Description	UoM	Drug Form	Basic rate (Rs./Unit)
1	59	Milk of magnesia -200 ml For M.S.	Each	Syrup/ Liquid	37.77
2	60	Milk of magnesia -200 ml For M.P.	Each	Syrup/ Liquid	37.77
3	183	Doxyfylline 400 For M.S.	Tab	Tab/Cap	1.3529
4	184	Doxyfylline 400 For M.P.	Tab	Tab/Cap	1.3529

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 Saas Marketing, Behind Punjab National Bank, Mohan Nagar' Nagpur -440001. (M. S.). However you should stand guarantee for medicines supplied by your supply points. -

6. Brand name & Pack size :

Sl No.	NIT Item SI No	Item Description	UoM	Brand Name	Drug Form	Pack Size
1	59	Milk of magnesia -200 ml For M.S.	each	Duolaxin Laxitives 200ml	Syrup/ Liquid	Bottle of 200ml
2	60	Milk of magnesia -200 ml For M.P.	each	Duolaxin Laxitives 200ml	Syrup/ Liquid	Bottle of 200ml
3	183	Doxyfylline 400 For M.S.	Tab	DOXOVENT	Tab/Cap	10 Tablet
4	184	Doxyfylline 400 For M.P.	Tab	DOXOVENT	Tab/Cap	10 Tablet

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. 68,489/- (Rupees Sixty Eight Thousand Four Hundred Eighty Nine 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	8460.48
Chandrapur	19951.36
Wani	22981.76
Umrer	15152.00
Nagpur	236124.80

Area	Estimated off take of RC (Rs)
Total For Maharashtra (M.S.) (A)	302670.40
Pench	138136.96
Kanhan	19951.36
Pathakhera	224126.40
Total For Madhya Pradesh (M.P.) (B)	382214.72
Total value of RC (A+B)	684885.12

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