

(Under jurisdiction of Nagpur court only)



WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)

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

Ph. PBX : 0712 - 2511381,
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Fax : 0712 - 2510284
Website : westerncoal.gov.in

Rate Contract No: 11100132417994

Dtd : 18.06.2019

To,
M/s Ess Ell Cables Co.
3&4 Premier Indl. Estate,
Kachigam,
Daman-396210

By Regd. Post With A.D.

MSE

Vendor Code:-130001

Mob No.:-7874015469/ 9033674393

Email:- marketing@essellcables.com

Dear Sir,

SUB:- Rate Contract for supply of Super Enamelled Copper Wire valid for a period of one year.

REF:- 1. Our e-tender no. Hq-pur-asn-e097-2018-19, (Tender ID No. 2019_WCL_129476_1) with e-price bids, opened on 27.02.2019 for supply of Super Enamelled Copper Wire

2. Your online offer no. ESSELL/18-19 dtd. 16.02.2019 (Bid ID No. 380928) & subsequent correspondences on portal.

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of Super Enamelled Copper Wire to the Areas of WCL situated in the State of Maharashtra (MS) & Madhya Pradesh (MP) as per the specification, rates, terms and conditions stipulated below & general terms & conditions enclosed:-

SI No	Item Description	Basic Rate (Rs./Kg)
1	SUPER ENAMELLED COPPER WIRE 14 SWG	516.46
2	SUPER ENAMELLED COPPER WIRE 15 SWG	516.46
3	SUPER ENAMELLED COPPER WIRE 15.5 SWG	516.46
4	SUPER ENAMELLED COPPER WIRE 16 SWG	516.46
5	SUPER ENAMELLED COPPER WIRE 16.5 SWG	516.46
6	SUPER ENAMELLED COPPER WIRE 17 SWG	516.46
7	SUPER ENAMELLED COPPER WIRE 17.5 SWG	516.46
8	SUPER ENAMELLED COPPER WIRE 18 SWG	516.46
9	SUPER ENAMELLED COPPER WIRE 18.5 SWG	516.46
10	SUPER ENAMELLED COPPER WIRE 19 SWG	516.46
11	SUPER ENAMELLED COPPER WIRE 20 SWG	516.46
12	SUPER ENAMELLED COPPER WIRE 21 SWG	516.46
13	SUPER ENAMELLED COPPER WIRE 22 SWG	516.46
14	SUPER ENAMELLED COPPER WIRE 23 SWG	516.46

Technical Specifications

Make of SE Copper Wire:- ESS ELL
STANDARD AND MARKING: Reference Standards for SE Copper Wire: IS:13730(PART-3)-1996
Material to be used: Continuous Cast Copper Rods
Insulation: Polyester Enamelled

Class and Grade : Class 155, Grade-2
The wire shall carry IS certification mark
Documents to be Submitted along with the Supply:
i) Works test certificate of the wires for the routine tests as per IS:13730(PART-3)-1996
ii) Notary attested copy of valid BIS license , (complete license with all endorsements) for use of ISI mark on the wires supplied

TERMS AND CONDITIONS:

- RATE CONTRACT:-** This is a Rate Contract for supply of Super Enamelled Copper Wire wherein the quantity to be procured during the currency of this Rate Contract is not fixed & will be on, as & when required basis.
- VALIDITY PERIOD ;** This Rate Contract shall be valid for a period of One Year from the date of issue of this rate contract i.e. from 18.06.2019 to 17.06.2020 (Both days inclusive).
- RC OFF-TAKE:-** The maximum off-take in terms of value against this Rate Contract for a period of one year is Rs. 56.53 Lakh (Rupees Fifty Six Lakhs Fifty Three Thousand Only). In the event, you receive any order beyond the total RC off-take value of Rs. 56.53 Lakhs (including PF, frt, ins & all taxes & duties), the same must be intimated by you to GM(MM)/c WCL

NOTE:- WCL reserves the right to increase the off-take value up to Rs. 80.75 Lakhs

4. INSTRUCTION FOR DDO's-

- Order against this rate contract is to be placed only against 70% of approved requirement upto maximum off-take limit indicated below and after obtaining budget certification. Balance 30% shall be kept aside & shall be ordered after communication from HQ MM Deptt.
- The RC shall be operative within the maximum off-take in terms of value Rs. 56.53 Lakh (Rupees Fifty Six Lakhs Fifty Three Thousand Only) with the Area wise off-take value with break up as indicated below.

Area	PKD	KHN	PEN	NGP	CHP	BLPR	Total
RC off-take quantity (Kgs)	2376.5	1260	1372	2100	1151.5	1015	9275
RC off-take value (Rs. Lakhs)	14.48	7.68	8.36	12.80	7.02	6.19	56.52

- The area wise off-take limit is tentative & may be changed as per the requirement of the area which will be regulated by GM(E&M)HOD.
- Areas are also required to place order within their RC off-take limit in terms of value for the respective area. None of the Area to exceed the allocated off-take limit without clearance of GM(MM)/c.

5. PRICES:- Prices shall be on F.O.R. Destination basis inclusive of Packing & Forwarding, freight & Insurance Charges & are variable as indicated below:

Prices are variable with ceiling of +/-10% on either side based on prices of copper wire bar . For calculation of price of SE copper wire base price of HCL Copper wire bar(CC Rod 8 mm) ruling on 1st working day of the calender month prior to the month of tender opening date shall be taken into consideration.

Price variation Formula :

For every increase / decrease of Rs.1 (rupees one) per Kg in price of HCL's Copper wire bar(CC Rod 8 mm), the price of SE copper wire per Kg will increase / decrease by Rs. 1.00 (rupees one) only. Price increase beyond original delivery schedule shall not be allowed for the materials supplied after scheduled delivery period however in case of reduction, the benefit should be passed on to WCL. For calculation of price variation of SE Copper Wire, Price of Copper Wire bar ruling on 1st working day of the calender month prior to the month of delivery challan date shall be taken into consideration.

The basic price of copper wire bar, 8mm cc rod ruling on 1st working day of Calender month prior to the month of tender opening date i.e on 1st Jan 2019 is Rs. 461.47/- per Kg

6. **GST:** GST shall be payable extra as applicable. The present applicable rate of GST is @ 18% . Input tax credit on GST shall be availed by WCL as per GST rule. You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you.

7. **DELIVERY** :- The delivery shall be completed within 3 months from the date of placement of order by Direct Demanding Officer (DDOs). The delivery schedule shall be reckoned from 7th day of the order date.

8. **TERMS OF PAYMENT:-** 100% Payment will be made within 21 days from the date of receipt and acceptance of materials or receipt of the invoice along with all documents as required in the Purchase Order, whichever is later.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Bank Details:-

Name of the Bank and Branch	BANK OF INDIA , MAYAPURI
Address of the Branch of the Bank	MAYAPURI INDUSTRIAL, DELHI
Account Number	A/C No. - 603330100001160
Nature of Account	CASH CREDIT ACCOUNT
IFS Code of the Branch	IFSC CODE - BKID0006033

8. **(a) DIRECT DEMANDING OFFICERS** :- Staff Officer (MM), Pathakhera/Pench/ Kanhan Areas in Madhya Pradesh State & Nagpur/Chandrapur /Ballarpur Areas in Maharashtra State.

(b) **Consignee**-- The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera/ Pench/ Kanhan Areas in Madhya Pradesh State & Nagpur/ Chandrapur/Ballarpur Areas in Maharashtra State.

DDO/Consignee details shall be as per enclosed Annexure-A

9. **PAYING AUTHORITY:-** Area Finance Manager, Western Coalfields Limited, Pathakhera/ Pench/ Kanhan Areas in Madhya Pradesh State & Nagpur/ Chandrapur /Ballarpur Areas in Maharashtra State as per details provided in Annexure-A enclosed .

10. **SECURITY DEPOSIT** :You will have to furnish the security deposit amount to this office in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the approximate off-take for one year i.e. for Rs. 5,65,240 /- (Rupees Five Lakhs Sixty Five Thousand

Two Hundred & Forty Only) without having any ceiling, within 15 days time from the date of conclusion of RC. The bank guarantee shall be valid for a period of 18 months.

In case you fail to deposit the security money, the RC shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.

Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the Rate Contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Deposit in the form of bank guarantee (as per enclosed Annex-C) issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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 No: +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

Any extension / amendments to the BG shall be done following the same procedure as above.

11. **INSPECTION** : Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. This is purely consumable item hence quality & fitment is to be checked at the time of inspection at delivery.

12. **SUBMISSION OF BILLS** :

A. Pre- receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

- i. Consignment note/RR/LR in original.
- ii. Warranty/Guarantee certificate.
- iii. Delivery challan in original.
- iv. Packing list in original list giving details of bill of materials, if applicable
- v. GST Compliant Invoices
- vi. Manufacturer's test certificate
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. Any other documents indicated elsewhere in the order as per technical specifications

B. Documents to be Submitted along with the Supply :

- i. Works test certificate of the wires for the routine tests as per IS:13730(PART-3)-1996
- ii. Notary attested copy of valid BIS license , (complete license with all endorsements) for use of ISI mark on the wires supplied

13. **LIQUIDATED DAMAGES::** In the event of failure to deliver the stores within the stipulated period mentioned in the Rate Contract and in the event of breach of any of the terms and conditions of the Rate Contract 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.

14. **GUARANTEE / WARRANTY** : You should be fully responsible for manufacturer's warranty in respect of proper quality of the material . The supplier shall replace such stores which may require replacement under above warranty free of cost to the purchaser within 30 days from the date of receipt of complaint.

15. **FORCE MAJEURE CLAUSE** :If the execution of contract / supply order is delayed beyond the stipulated period 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 Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, 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 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 cessation of such Force Majeure Conditions.

For delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

16. Risk Purchase Clause:- In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i) When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii) When in the judgement of the purchaser the supplier is unable to execute the order due to various reasons.
- iv) When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v) When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

17. STOCK : You will maintain sufficient stock of the stores to meet the demand as and when asked by DDO's without any interruption. It should however be noted that the purchaser will not be responsible to take over any quantity left over with the contractor after termination of the rate contract.

18. 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.

19. PRICE CERTIFICATE:- You shall certify on the body of bills/invoices that

“Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer.”

20. CONDITIONS AS TO QUALITY ; You should note that it is the conditions of the contract that all goods supplied under contract shall be genuine and free from all defects and should be exactly as per the specification mentioned in the contract / order.

Annexure-A

List of Consignee & Paying Authority

SL NO.	NAME OF THE AREA	Direct Demanding Officer (DDO's)	POSTAL ADDRESS OF THE CONSIGNEE	POSTAL ADDRESS OF THE PAYING AUTHORITY
1	Nagpur	AGM / SO (MM) WCL, Nagpur Area, P.O. Jaripatka – 440014, Dt. Nagpur (M.S.)	The Depot Officer, Regional Stores, WCL, PO: SILEWARA COLLIERY Dist. Nagpur (M.S.)Pin:441 109	The Area Finance Manager, WCL, PO: JARIPATKA NAGPUR (M.S.)Pin:440 014
2	Chandrapur	AGM / SO(MM) WCL, Chandrapur Area, P.O. Babupeth, Dt. Chandrapur, (M.S.)	The Depot Officer, Regional Stores, WCL, Durgapur Opencast, P.O.: DURGAPUR, Distt. Chandrapur,(M.S) Pin : 442 403	The Area Finance Manager, WCL, P.O. & Dist. Chandrapur, (M.S)Pin : 442 403
3	Ballarpur	AGM/ SO (MM) Ballarpur Area, PO : Sasti Tehsil : Rajura-442706Distt. Chandrapur(MS)	The Depot Officer, Regional Stores, WCL, PO Sasti Tal. Rajura , Dist. Chandrapur. (MS)	Area Finance Manager WCL; Ballarpur Area, PO : Sasti Tehsil : Rajura-442706 Dist. Chandrapur(MS)
3	Kanhan	AGM / SO(MM) WCL, Kanhan Area, P.O. Dungaria, Rly. Station Junnardeo, Dt. Chhindwara (M.P.)	The Depot Officer, Regional Stores, WCL, Kanhan Area, P.O:Dongaria-480553, Distt.: Chhindwara, (M.P)	The Area Finance Manager, WCL, Kanhan Area, P.O:Dongaria-480553, Distt.:Chhindwara, (M.P)
4	Pench	AGM / SO(MM) WCL, Pench Area, P.O. Parasia – 480441 Dt. Chhindwara (M.P.)	The Depot Officer, Regional Stores, WCL, Pench Area, P.O: Chandameta-480447, Distt.: Chhindwara, M.P	The Area Finance Manager, WCL, Pench Area, P.O: CHANDAMETA-- 480447 Distt.:Chhindwara, M.P
5	Pathakhera	AGM / SO(MM) WCL, Pathakhera Area, P.O. Pathakhera Colliery, Dt. Betul (M.P.)	The Depot Officer, Regional Stores, WCL, Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P)	The Area Finance Manager, WCL, Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P)




21. **SHORT CLOSURE OF RATE CONTRACT** ; Western Coalfields Limited reserve the right to short close the rate contract at any time.

22. **PARALLEL RATE CONTRACT** : Western Coalfields Ltd. also reserves the right to enter into parallel rate contract(s) simultaneously at any time during the period of Rate contract with One or more tenderers and also reserves the right to buy any quantity out side the contract in case of urgency arising out at any time during the contract period.

23. **MANUFACTURING CERTIFICATE** :_ As the order is being placed on the basis of consideration that you are manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works situated at. (address of the factory)."

24. **Jurisdiction:-** All disputes shall be subject to the jurisdiction of Nagpur court only.

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions-Annexure "B" enclosed herewith.

Please acknowledge receipt of this Rate Contract within 15 days and return duplicate copy of this rate contract duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Rate Contract as per terms and conditions, for execution.

Encl.:

- i) List of DDO's/Consignee/Paying Authority- Annexure "A"
- ii) General Terms and conditions -Annexure "B"
- iii) Format of Bank Guarantee:- Annexure-"C"

Ashish S. Nagarkar
18/6/2019
(Ashish S. Nagarkar)
Dy. Manager (MM)

Your faithfully,
(Signature)
(KSR Divakar)
Chief Manager (MM)

Copy to:-

1. Area General Managers, WCL, NGP/CHP/BLPR/PEN/PKD/KHN Areas
2. GM(E&M)HOD, WCL Hqrs, Nagpur
3. SO(MM)/SO(E&M)/ Depot Officers/AFM, NGP/CHP/BLPR/PEN/ PKD/KHN Areas
4. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur