

M/F

(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 - 2511 38 1,  
2511227 EXT 5587  
Fax : 0712 - 2510284  
Website : westerncoal.gov.in

Rate Contract No: 11100132419990

Dtd:28.03.2020

By Regd. Post With A.D.

To,  
M/s. ADITYA AIR PRODUCTS PVT.LTD,  
NKY TOWERS, 1<sup>ST</sup> FLOOR, WARDHA RD.  
NAGPUR - 440 015

Vendor Category: MSE  
Vendor code:-516619  
email:-sathawari@adityagas.com  
Mob: 9822701910  
Tele-Fax:-0712-2252976

Dear Sir,

Sub:- Rate Contract for Supply of Industrial Gases for the period of two years

- Ref:-
1. Our e-tender no. hq-pur-sb-ra-e089-2019-20 opened on 25.11.2019
  2. Tender id : 2019\_WCL\_153810\_1
  3. Your offer on portal under Bid id: 458582 and subsequent shortfall / confirmatory documents submitted by you
  4. WCL's counter offer letter no. : NGP/WCL/MMW/SEC-IIA/2019-20/1597 dt 20.3.2020
  5. Your acceptance letter dated AAP/14(P)/WCL\_HQ/2019-20 dated 20.03.2020

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of INDUSTRIAL GASES to all the Areas of WCL situated in the State of Maharashtra & Madhya Pradesh as per the specification, Price, terms and conditions stipulated hereunder and Technical Specifications and General Terms & conditions enclosed

Sl No.	NIT Sl.No.	Item Description	Unit	Basic Rate (Rs./Cu.Mtr.)
1	1	Compressed Oxygen Gas for Industrial use confirming to BIS specification no. IS:309/2005 with Latest amendments, if any, to be supplied in Metal Cylinders (Under valid license from chief controller of Explosives, CCOE) HSN Code : 2804 Material Code :94085000016	Cubic Meter	26.00
2	2	Dissolved Acetylene Gas for Industrial use confirming to BIS specification no. IS:308/1988 with Latest amendments, if any, to be supplied in Metal Cylinders (Under valid license from chief controller of Explosives, CCOE) HSN Code :2901 Material Code : 94985200018	Cubic Meter	265.00

Note: You shall maintain sufficient stock for prompt delivery against requirements (Under valid license from chief controller of Explosives Under valid license from chief controller of Explosives (CCOE)

### TERMS AND CONDITIONS:

1. **RATE CONTRACT:** This is a Rate Contract where in prices are fixed . However, the quantity to be supplied during the currency of this rate contract is not fixed and will be on, as and when required basis however within the total offtake value

2. **VALIDITY PERIOD** ; This Rate Contract shall be valid for a period of TWO YEARS from the date of Issue of this rate contact i.e. from 28.03.2020 to 27.03.2022 (Both days inclusive).

4. **OFFTAKE:** The RC shall be operative within the total off-take value for WCL at Rs. 142,33,853.25 (Rupees One Crore Forty Two Lakhs Thirty three Thousand Eight Hundred Fifty Three and Paise Twenty Five only) with the Area wise breakup of approximate off-take for operation of the rate contract for the period of two year from the date of issue of the RC, as follows :

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SN	Area	Estimated Quantity of Oxygen Gas in Cu.mt.	Estimated Quantity of D.A. Gas in Cu.mt.
1	Patherkheda	11434	3906.5
2	Kanhān	5850	2300
3	Pench	6250	2250
4	Nagpur	15720.5	6059
5	Umrer	10500	3500
6	Wani North	5536	1937.5
7	Chandrapur	16000	5300
8	Ballarpur	12000	4400
9	Majri	5000	1750
10	Wani	9125	3040
11	CWS tadali	5962	933.5
	TOTAL	103377.5	35376.5

The Area wise off take quantity for the period of two years during the currency of the contract being approximate, any change in the area wise off take limit as above shall have the clearance of GM(E&M)HOD. However, the total off take limit quantity for WCL as a whole shall not exceed 103377.5 Cu.Mt. for Compressed Oxygen Gas and 35376.5 Cu.mt. for Dissolved Acetylene Gas, for two years during the currency of the contract.

5. **PRICES:** The above mentioned prices are firm and shall remain firm during entire duration of the contract on F.O.R Nagpur Depot basis, inclusive of Packing, Forwarding, Freight and Insurance charges. Industrial Gases are to be collected by consignee as per their requirement from Nagpur Depot against return of empty cylinders on their own transport arrangement.

6. **GST:** GST shall be paid extra on the basic price as applicable on the date of supply. The present rate of GST is @ 18% which comprises of 9% CGST and 9% SGST. You shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL.

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 supplier

7. **DELIVERY** :- As and when required basis against letter / mail/ fax / telephonic confirmations given by DDO's one day in advance against order placed by them

8. **SUPPLY LOCATION** : The location of Delivery shall be : For OXYGEN - PLOT NO.B-81,101 & 102, MIDC INDUSTRIAL AREA, BUTIBORI, DIST. NAGPUR-441108 AND For D.A. - PLOT NO.K-8, FIVE STAR MIDC AREA, BUTIBORI, DIST. NAGPUR-441108 MOBILE 9822701910

9 **PAYMENT TERMS** :- 100% payment shall be made within 21 days of receipt and acceptance of materials at site or submission of bills whichever is later. The transaction will be made through EFT as per the bank details as under provided by you in your offer.

Name of the Bank and Branch	STATE BANK OF INDIA, SME Branch RAVI NAGAR Branch,
Address of the Branch of the Bank	Opp. Agrasen Chhatralaya, Ravi Nagar, Nagpur 440010
Account Number	10374784212

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28/3/20

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28/3/2020

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Nature of Account	Cash Credit
IFS Code of the Branch	SBIN0012957

**10. CYLINDER HOLDING / DEMURRAGE / DETENTION & COMPENSATION CHARGES :** The gas shall be supplied in returnable Oxygen and DA cylinder owned by you .Free loan period of 15 days shall be allowed. Thereafter cylinder holding charges shall be applicable @ Rs 1/- per day per cylinder

The compensation/damages under following head as under:

- 1.All sizes of Oxygen and DA cylinder : Rs 7000.00 each
- 2 Cylinder valve for oxygen and DA cylinder :Rs 400.00 each

**11. DIRECT DEMANDING OFFICERS :-** Supply orders will be issued by Direct Demanding Officers (DDOs) as per Annexure "B" or their authorized representative against this Rate Contract.

**12 PAYING AUTHORITY:-** Area Finance Managers of Respective Areas of WCL as per enclosed Annexure-B

**13. CONSIGNEE:-** As per enclosed Annexure-C

**14. SECURITY DEPOSIT :** You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) or estimated value of the awarded contract i.e. you have to deposit Rs. 1,42,33,86.00 without having any ceiling, within 15 days time from the date of supply order to the Direct Demanding Officer.

The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).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:	U Kati Ph n: /0712-6627389

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BG advising message – 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

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

In case you fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

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

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

**15. INSPECTION :** Final Inspection of the consignment shall be carried out at the respective Areas which will be arranged by the consignee on receipt of the material.

**16. SUBMISSION OF BILLS :** 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:

1. Consignment note/RR/LR in original.
2. Warranty/Guarantee certificate.
3. Delivery challan in original.
4. GST compliant invoice in Original signed by authorised signatory as applicable.
5. Manufacturer's test certificate if applicable
6. BIS certificate duly attested by you with firm's seal.
7. Price certificate and price fall certificate
8. Any other document required as per technical specification/Purchase order/Rate Contract. Indicated elsewhere in the order.

**17. 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.

*de*  
*28/3/20*

*28/3/20*

**18. 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 of blockade, or fire, flood, act of nature, 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.

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 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.

b) 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.

**19. LOWEST PRICE CERTIFICATE:-** A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under:

"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. GUARANTEE / WARRANTY :** You shall be fully responsible for the manufacturer's warranty in respect of proper quality of the materials. You shall replace such stores which may require replacement free of cost to the purchaser within 30 days from the receipt of complaint.

**21. PRICE FALL CLAUSE:-** You have to undertake that you have not supplied / are not supplying similar products/ systems or sub-systems 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 and if it is found that at any stage 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 at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.

**22. INTEGRITY PACT :** Already signed and submitted by you with your offer shall be applicable against this contract.

**23. PARALLEL RATE CONTRACT :** WCL reserve the right to conclude parallel rate contract with other firms. WCL reserves the right to withdraw the rate contract within its validity if the performance of the supplier is found to be unsatisfactory.

**24. MONTHLY STATEMENT OF DELIVERY :** You are requested to submit a quarterly statement in duplicate by the 10<sup>th</sup> of succeeding month to this office, showing supplies made, orders outstanding, orders received, in proforma shown hereunder. Please note that this statement must be sent, failing which, all orders till expiry of the rate contract will be executed on this rate contract and the question of production capacity will not be considered as mentioned above.

SN	Name of Area	Qty to be supplied as per S/O placed against contract	Qty to be supplied as per S/O up to and of	Qty supplied during the month of	Progressive delivery made up to date	Remark
1	2	3	4	5	6	7

**25. STOCK :** You will keep sufficient stock of the stores to meet the demand of the Areas as and when asked by them without any interruption. However, the quantity to be supplied during the tenure of the contract is not fixed and will be on as when required basis. It should be noted that the purchaser will not be responsible to takeover any quantity left over with you after termination of the contract.

*Handwritten signature and date: 28/3/20*

*Handwritten signature and date: 28/3/20*

Rate Contract No. 11100132419990

dated : 28.03.2020

26. **JURISDICTION** : Any dispute arising out of this contract shall come under sole jurisdiction of Nagpur Court, Nagpur, Maharashtra, India.

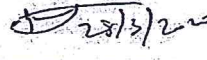
27. **NOTE**:- You shall take clearance of GM(MM) HOD, WCL HQ before supply of material in the event the total landed value of orders placed by DDO's against RC exceeds the estimated off-take value of Rs. 1,42,33,853.25 (Rupees One Crore Forty Two Lakhs Thirty three Thousand Eight Hundred Fifty Three and Paise Twenty Five only)

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions-Annex "A" 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.

  
(S S BHAL)  
Chief Manager (MM)P

Your faithfully,

  
(K S R DIWAKAR)  
Chief Manager (MM)P

**Encl.:**

- i) Technical Specifications Annexure A (One Page)
- ii) General Terms and conditions-Annex "B" ( Seven Pages)
- iii) List of DDO's/Consignee/Paying Authority- Annexure "C" (One Page)
- iv) BG format for SD-Annexure -D (One Page)
- v) Integrity Pact Annexure E. (Six Pages)

**Copy to IEMs :** i) Shri A K Mohapatra, IFS (Rtd), Flat No 201, Manjusha Manor Plot No N3/382 IRC Village Bhubaneswar-751015

ii) Dr (Mrs) Nivedita P Haran, IAS (Rtd) 23 IFS Villas P-6 Builders Area Greater Noida UP-201310

**Distribution copy :**

1. Area General Managers, All Areas, WCL/GM Central Workshop Tadali
2. GM(E&M)HOD/GM(S&C)HOD, WCL Hqrs, Nagpur
3. GM(Fin)/c-I & II, WCL Hqrs, Nagpur
4. SO(E&M)/SO(Excv)/ Depot Officers/AFM/SO(MM), All Areas, WCL :- Order against this rate contract is to be placed only against approved requirement and after obtaining budget certification
5. Depot Officer Central Stores Tadali.
6. GM(MM)HOD, CIL/BCCL/CCL/ECL/SECL/MCL/NCL.

  
(S S BHAL)  
Chief Manager (MM)P

  
(K S R DIWAKAR)  
Chief Manager (MM)P