



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

MF

Rate Contract No: 11100132419991

Dtd :07.02.2020

By Regd. Post With A.D.

To,
M/s RETCO INDIA,
73, Laxmi Narayan Puri
Jhotwara, Jaipur
Rajasthan - 302012

Vendor Code:- 524014
email:-shivnr@yahoo.co.in
ranga.tarun@gmail.com
Mob:9351200313/9903001499
MSME Registered firm

Dear Sir,

Sub:- Rate Contract for Supply of Shot Firing Cable valid for a period of two years

- Ref:- 1. Our e-tender no. hq-pur-sb-e90-2019-20 opened on 18.11.2019
2. Tender id : 2019_WCL_153717_1
3. Your Bid id : 455803 dated 16.11.2019

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of Shot Firing Cable to all the Areas of WCL situated in the State of Maharashtra & MadhyaPradesh as per the specification, rates, terms and conditions stipulated below :-

SI No.	NIT SI.No.	Item Description	Brand Name/Make	Unit	Basic Rate (Rs./Meter)
1	1	BIS certification marked Twin Core Cable for Single shot & multi Shot firing Type-1 HSN Code : 8544 Material Code : 93921600012 Detailed specification shall be as per enclosed Annex-A	RANGA UTTAM	Meter	10.59

TERMS AND CONDITIONS:

1. **RATE CONTRACT** :- This is a Rate Contract for supply of Shot Firing Cable wherein the quantity to be procured during the currency of this Rate Contract is not fixed & will be on, as & when required basis.

2. **VALIDITY PERIOD** ; This Rate Contract shall be valid for a period of TWO YEARS from the date of issue of this rate contract i.e. from 07.02.2020 to 06.02.2022 (Both days inclusive).

3. **PRICES** : The above mentioned prices are on FOR destination basis only up to the Consignee Stores, inclusive of Packing, Forwarding, Freight and Insurance charges. The safe arrival of the consignment upto the destination shall be your responsibility.

4 **PRICE VARIATION CLAUSE** :The above Prices are variable & based on following PVC formula:

4.A Price variation Formula :

For every increase / decrease of Rs.1000.00 (rupees one thousand only) per MT in price of HCL's Copper wire bar(CC Rod 8 mm), the price of shot firing cable per coil of 100 mtrs will increase / decrease by Rs.2.00 (rupees two) 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 Shot Firing Cable, Price of Copper Wire bar ruling on 1st working day of the calendar month prior to the month of delivery challan

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date shall be taken into consideration.

4.B PVC Ceiling : +/- 10%

For calculation of price of shot firing cable, 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 is taken into consideration.

The price of copper wire bar , 8mm cc rod during the month prior to the month of tender opening date i.e on October 2019 is Rs. 4,47,785.00 per M.T.

5. **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 submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you..

6. OFFTAKE :

The Area wise off take shall be as follows:

SN	Area	Estimated Quantity in mtr
1	Patherkheda	52050
2	Kanhan	19200
3	Pench	40000
4	Nagpur	73000
5	Umrer	4200
6	Wani North	5800
7	Chandrapur	26400
8	Ballarpur	16000
9	Majri	2400
10	Wani	4000
	Total	243050

The RC shall be operative within the total off-take quantity for WCL as 243050 mtrs with the Area wise breakup of approximate off-take for operation of proposed rate contract for the period of two year from the date of issue of the RC as above.

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 below shall have the clearance of GM(E&M)HOD. However, the total off take limit quantity for WCL as a whole shall not exceed 243050 mtrs for two years during the currency of the contract.

7. **DELIVERY** :- Delivery should commence within 30 days from the date of order and to be completed within three months from the date of placement of order. Delivery period shall be reckoned from 7th day of the order date issued by DDO's.

8 **PAYMENT TERMS** :- 100% payment within 21 days after supply and acceptance of the material or submission of bills which ever is later

Payee details:

1	Name of the Payee	M/s.RETCI INDIA
2	Address	73, LAXMI NARAYAN PURI, JHOTWARA, JAIPUR-302012
3.	Bank Account No. of Payee	21644011000244..
4.	Name of Bank	ORIENTAL BANK OF COMMERECE
5.	Address of Branch and IFS Code	16A, SANJAY NAGAR, KALAWAR ROAD, JAIPUR-302012 IFS Code: ORBC0102161
6	Nature of Account	Current

9. **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.

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

11. **CONSIGNEE**:- As per enclosed Annexure-B

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12. 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) value i.e. Rs 303813.00, 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 as per format enclosed at annexure D 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	Current Account no: 005905018053 Customer id: 556096497 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

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 the successful tenderer 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.

13. 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.

14. SUBMISSION OF BILLS : For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- Consignment note / RR/ LR in original, if applicable.
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, as per DGMS circular
- BIS certificate duly attested by you with firms seal.

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- vii Price Certificate as per clause No 17 and price fall clause as per clause No 19
- viii Any other document as specified in the Order/specification

15. LIQUIDATED DAMAGES: In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful bidder has 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the 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 the risk and cost of the defaulting supplier 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) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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.

- 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.

17. LOWEST PRICE CERTIFICATE:- You shall certify on the body of each 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."*

18. GUARANTEE / WARRANTY : You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the materials for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of usage.

19. PRICE FALL CLAUSE:- The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that

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[Signature]
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similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt. of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded. In the cost would be refunded by you to the BUYER, if the contract has already been concluded.

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

21. NOTE:- You shall take clearance of MM deptt, 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 of Rs. 3038125.00 (Rupees Thirty Lakhs Thirty Eight Thousand One Hundred Twenty Five only).

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions-Annex "C" 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
Sr. Manager (MM)P

Your faithfully,

K S R Divaker
Chief Manager (MM)P


Encl.:

- i) Detailed Technical Specifications- "Annexure A"
- ii) List of DDO's/Consignee/Paying Authority- Annexure "B"
- iii) General Terms and conditions-Annex "C"
- iv) BG format for SD- Annexure "D"

Distribution copy :

1. Area Genral Managers, All Areas, WCL
2. GM(E&M)HOD/GM(S&C)HOD, WCL Hqrs, Nagpur
3. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
4. SO(E&M)/SO(S&C)/ 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. Associate Finance(MM), WCL, Nagpur vide diary No. 68/2019-20 dated 05.02.2020
6. GM(MM)HOD, CIL/BCCL/CCL/ECL/SECL/MCL/NCL.


S S Bhal
Sr. Manager (MM)P


K S R Divaker
Chief Manager (MM)P

Detailed Technical Specification:-

Annexure-A

Standard	
Standard to which the cable confirms	IS:5950 (Latest) and comply DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15 and its corrigendum D.G.M.S. Circular (Electrical),(Approval) No.01 Dhanbad, 19/02/16
Class of conductor :	Class 2 as per IS:8130 (Latest)
Type of insulation :	PVC compound confirming to Type – A of IS: 5831(Latest)
Lay of conductor and application of insulation :	As per clause no 7.1.1 of IS:5950 (Latest)
Technical Parameters	
Cross section area of conductor :	1 sq.mm.
Composition of conductor :	Plain, annealed copper wires
Minimum number of wires in the Conductors	7 (SEVEN)
Colour of insulation :	White
Length of each cable Roll to be supplied	100 Mtrs
The cable shall carry BIS certification mark	

DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLIES:

- i) copy of BIS license complete with 1st and 2nd schedule and relevant endorsements.
- ii) All the test report as per DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15 and its corrigendum D.G.M.S. Circular (Electrical),(Approval) No.01 Dhanbad, 19/02/16
- iii) Technical vouchers/leaflets including all the details of the cable


S S Bhal
Sr. Manager (MM)P


K S R Divaker
Chief Manager (MM)P