

(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

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Website : westerncoal.gov.in

Rate Contract No: 12000530918987

Dated : 12.09.2018

By Regd. Post With A.D.

To,
M/s INDIAN OIL CORPORATION LTD,
NAGPUR DIVISIONAL OFFICE,
26, AKARSHAN BUSIPLEX,
CENTRAL BAZAR ROAD,
RAMDASPETH, NAGPUR-440010

Vendor code:-416023
Category – Central PSU
email:- brijprasad@indianoil.in
Mob: 9422804658
Fax:-0712- 2447562

Dear Sir,

Sub:- Rate Contract for Supply of Various grades of Lubricants, for the period of two years

- Ref:- 1. Our e-tender no. hq-pur-sp-ra-e071-2017-18 opened on 13.11.2017
2. Tender id : 2017_WCL_79746_1
3. Your offer on portal under Bid id :232091 and subsequent correspondence on portal.
4. Your counter offer acceptance letter no. KAM/NGP/WCL/RC/17-19/03 dt. 31.05.2018
5. Your Email letter dated 16.08.2018

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of following grades of Lubricants 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 general terms and conditions enclosed :

NIT sl.No.	IOC grade	Your Grade	Performance Standard	Unit	Basic Rate per unit (in Rs.)	%age of off take for Operation
16	Servo Hydrex.100	Servo Hydrex 100	IS-11656-1986 (reaffirmed) , Poclain / L&T Komatsu approval	Ltr	80.7	60%
3	Servo Gear HP90	Servo Gear HP90	API Service GL4, IS:1118- 1957 (Reaffirmed 1993)	Ltr	65.00	32%
7	Servo cylinder C460	Servo cylinder C460	IS 1589-1994 Grade 1 Type 2	Ltr	85.00	40%
14	Servo Ultra 10W	Servo Ultra 10W	E-DL 3 of IS: 13656 2002-API CD	Ltr	59.00	40%
17	Servo Hydrex TH46	Servo Hydrex TH46	IS-11656-1986 (reaffirmed) , Tata Hitachi approval	Ltr	61.00	40%
19	Servo Tr. SAE 10	Servo Tr. SAE 10	TES – 228 for Hydraulic Transmission Fluid, Type C4 of Detroit Diesel Allison, Division of general Motors Corporation, USA	Ltr	62.00	40%
28	Servo Hydraulic Brake Fluid	Servo Hydraulic Brake Fluid	SAE J 1703, IS 8654-1986	Ltr	136.00	40%

TERMS AND CONDITIONS:

1. **RATE CONTRACT** :- This is a Rate Contract 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 12.09.2018 to 11.09.2020 (Both days inclusive).

3. **APPROXIMATE OFF TAKE VALUE FOR OPERATION** : The RC shall be operative within the total approximate off-take value for Rs.06,92,11,128.21 (Rupees Six Crores Ninty Two Lakhs Eleven Thousand One Hundred Twenty Eight Paise Twenty One only) for operation of rate contract for the period of two year from the date of issue of the RC.

4. **PRICES** : The above prices except Servo Hydraulic Brake Fluid (item no.28) are based on average of base oil prices of IOCN 100 & IOCN 460 applicable for quarter Aug'17 to Oct'17 and are "VARIABLE" and on FOR destination basis inclusive of packing, forwarding, freight and insurance. The prices shall vary on quarterly basis based on the Base Oil prices of IOCN 100 & IOCN 460 as per PVC formula given here under in clause 5.b. The safe arrival of the consignment upto consignee's destination shall be your responsibility.

The price for Servo Hyd. Brake Fluid (Item sl no: 28) shall remain "FIRM" during the validity of the Rate contract.

5. **PRICE VARIATION CLAUSE**: The prices of the Rate Contract for all items (except Servo Hydraulic Brake Fluid (item no.28)) are "Variable" and shall be variabale on quarterly basis, based on the following PVC formula.

The price variation shall be based on the base oil prices of IOCN 100 and IOCN 460 as per prices circulated by M/s. Indian Oil Corporation and without ceiling limit . The RC prices shall be revised (escalation / reduction) on quarterly basis, which will be worked out on the basis of the quarterly average of the Base Oil prices of IOCN 100 and IOCN 460 as per the price circulated by M/s. IOC ruling in the quarter prior to the month of price revision. The price variation is worked out based on the following formula.

$$P1 = Pq + (BO1 - BOq)$$

Where P1 = Price of finished product applicable for a quarter in Rs per ltr / kg.

Pq = Price of finished product as indicated in the Rate contract in Rs per Ltr/ Kg (Annexure A) based on the quarterly average of the Base oil prices of IOCN 100 and IOCN 460 as per Prices circulated by M/S IOC ruling in the quarter prior to the month of tender opening.

BO₁= The quarterly average of the combined Base oil prices of IOCN 100 and IOCN 460 Rs /ltr Ex -Kolkata as per Prices circulated by M/S IOC ruling in the quarter prior to the month of price revision.

BOq = The quarterly average of the combined Base oil prices of IOCN 100 and IOCN 460 Rs / ltr Ex -Kolkata as per Prices circulated by M/S IOC ruling in the quarter prior to the month of tender opening

Base Oil prices for drums will be taken as reference. Base oil prices for the Price Variation Formula will be average per litre price of the quarter will be applicable, i.e., as the tender is submitted in the month of Nov' 17 average Base Oil price in drum of Aug'17/Sept'17/Oct'17 will be taken as reference. As the RC is finalized in Sept '2018, then price applicable from July'2018 to Sept'2018 will be difference in average per litre price of quarter (Aug'2017/Sept'2017/Oct'2017) & quarter (April '2018/May'2018/June'2018) as per the %age constituents of the base oil.

BO₁ item wise will be arrived as under: % of base oil constituent IOCN 100 in the specific item X (multiplied by) quarterly average of the Base oil prices of IOCN 100 as per Prices circulated by M/S IOC ruling in the quarter prior to the month of price revision + (plus) % of base oil constituent IOCN 460 in that specific item X (multiplied by) quarterly average of the Base oil prices of IOCN 460 as per Prices circulated by M/S IOC ruling in the quarter prior to the month of price revision.

BOq item wise will be arrived as under: % of base oil constituent IOCN 100 in the specific item X (multiplied by) quarterly average of the Base oil prices of IOCN 100 as per Prices circulated by M/S IOC ruling in the quarter prior to the month of tender opening + (plus) % of base oil constituent IOCN 460 in the specific item X (multiplied by) quarterly average of the Base oil prices of IOCN 460 as per Prices circulated by M/S IOC ruling in the quarter prior to the month of tender opening

opening i.e during quarter Aug'17, Sept'17 Oct'17.

Note: As per the PVC clause, the final rates applicable for the quarter July'2018 to Sept'2018 and subsequent quarters shall be calculated and communicated to the Areas from the Office of GM(MM), WCL, Hqrs.

For the purpose of calculation of PVC, Grade wise % age Base Oil Constituents as per Viscosity levels are indicated below:-

NIT SI no	IOC Grade	Viscosity Level	%age of IOCN100	%age of IOCN460
16	Servo Hydrex 100	Level 1	100%	0
3	Servo Gear HP90	Level 3	50%	50%
7	Servo cylinder C460	Level 5	0%	100%
14	Servo Ultra 10W	Level 1	100%	0
17	Servo Hydrex TH46	Level 1	100%	0
19	Servo Tr. SAE 10	Level 1	100%	0

6. GST : Shall be payable extra on the above prices as applicable within the stipulated delivery period of the supply order against RC . The present applicable rate of GST is @ 18 %. Input Tax Credit on GST shall be availed by WCL as per GST rules. You shall submit GST compliant invoice as per GST Act 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.

7. a. DELIVERY :- The lubricants are to be supplied within three months from the date of supply order as per the delivery schedule given in the order issued by the Direct Demanding Officers against the RC. The delivery Period shall be reckoned from the 7th day of the order date.

7.b. Packing:

Supply should be made in new non returnable steel barrels of capacity 210 ltrs in case of Oils and 182 kgs in case of Greases. The consignment should be securely packed as per standard trade practices / ISS to withstand the rigors of transport to prevent any loss / damage or pilferage in transit. The barrels should be distinctively marked specifying the details of the lubricant, net weight and grade of the content.

7.c. Marking:

The barrels should be distinctively marked specifying the details of the lubricant, net weight and grade of the content.

7.d. SPECIAL TERMS:

In order to ensure the uninterrupted supply against the Rate Contract, you have to hold minimum stock of one month consumption of each grade based on the tentative off take or the projection of requirement indicted by DDOs.

Areas of WCL shall intimate the RC holder the quarterly projection grade wise one month prior to the commencement of the quarter indicating thereby their monthly schedules, which should be ensured by the Rate Contract holders to commit uninterrupted supplies. However, WCL would not be responsible for left over quantity with the RC holder at their depot after termination of the contract

8. SUPPLY LOCATION : You shall supply the materials from your location at : 1) IOCL- Lube Blending Plant, Corridor Road, PO: Trombay, Mumbai. Tel : 022-25543262.

(2) IOCL- Small Can Filling Plant, Khapri, Nagpur-441108. Tel : 07103-275630

(3) CFA Nagpur, Nagpur,

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	BNP PARIBAS, MUMBAI
Address of the Branch	French Bank Building, 62, Homji Street Fort, Mumbai-400001
Account Number	9009012153

Nature of Account	RTGS & NEFT Collection
IFS Code of the Branch	BNPA 0009009

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-B

14. SECURITY DEPOSIT : Exempted being Central PSU.

15. INSPECTION : Final Inspection of the consignment shall be carried out at the respective Area's destination site, 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. Self authenticated copy of Batch test certificate.
6. 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.

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 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.

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19. LOWEST PRICE CERTIFICATE:- You shall certify on the body of each bills/invoices that "the prices charged are the lowest & are same as applicable to all Govt. Deptt/Public Sector Undertakings including CIL & its subsidiaries."

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. You shall be fully responsible for supply of quality products and the materials should meet the stringent test requirements of IS specifications. You shall replace such stores, which may require replacement under above warranty free of cost. You shall ensure that the lubricants delivered to our projects are exactly as per the specifications / grades as mentioned in the contract and have correct properties as per relevant BIS and International standards and are suitable for the purpose for which the lubricant is intended and recommended by you and will be free from any contamination / foreign material. You shall provide self authenticated copies of test / batch certificates for each supply

21. PRICE FALL CLAUSE:- You have undertaken 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 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 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 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 reserves its right to conclude parallel Rate Contract for the same grade of lubricant in order to have parallel sources for each grade of lubricant as per NIT provisions.

24. MONTHLY STATEMENT OF DELIVERY : You are requested to submit a quarterly statement in duplicate by the 10th 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 or	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.

26. 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 during its validity exceeds the estimated off-take value of Rs.06,92,11,128.21 (Rupees Six Crores Ninty Two Lakhs Eleven Thousand One Hundred Twenty Eight Paise Twenty One only).

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

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

presumed that you have accepted the Rate Contract as per terms and conditions, for execution.

Your faithfully,

(Sanjay Pawar) 12/9
Sr. Manager (MM)

(C.R. Samantray) 12/09/18
Chief Manager (MM)

Note to the DDOs The orders shall be placed by DDOs based on their actual and approved and budgeted requirement for indicated percentage of Off take of each grade of Lubricant on each firm. However, if the annual requirement of individual item of the Area is less than 5 barrels, then the procurement may be restricted from the L-1 RC holder/MSE.

Encl.:

- i) Signed copy of Integrity Pact – Annexure "A"
- ii) List of DDO's/Consignee/Paying Authority- Annexure "B"
- iii) BG format for SD-Annexure –"C"
- iv) General Terms and conditions-Annexure "D"

COPY TO IEM :

1. A.K. Mohapatra, IFS (Retd.), Qrs.No.B-5/9, Unit – 9, Bhoi Nagar, Bhubaneswar-751022.
2. A.K.Bajaj, Ex- Chairman, CWC, A-167, Defence Colony, New Delhi - 110024

Distribution copy :

1. Area General Managers, All Areas, WCL
2. GM(E&M)HOD/GM(Excv)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 RC is to be placed only against approved and financially concurred requirement and after obtaining budget certification.
5. GM(MM)HOD, CIL/BCCL/CCL/ECL/SECL/MCL/NCL.

This issue with the approval of WCL Board in the 303rd meeting held on 24.08.2018 under item no. 303-C-12 and communicated by Co. Secy. Vide his note no. WCL/BD/SECTT/BM-303/2018/434 dated 03.09.2018

(Sanjay Pawar) 12/9
Sr. Manager (MM)

(C.R. Samantray) 12/09/18
Chief Manager (MM)