



(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

RateContractNo:12000530918991

Dated : 06.06.2018

By Regd. Post With A.D.

To,

M/s HINDUSTAN PETROLEUM CORPN.LTD,
2nd Floor, Oriental Building, S.V. Patel Marg,
Post Box No.8 ,Nagpur-440001

Vendor code:-416024
Category – Central PSU
email:- ghparate@hpcl.in
Mob: 9404951990
Fax:-0712- 2527807

Dear Sir,

Sub:- Rate Contract for Supply of Transformer Oil for the period of two years

Ref:- 1. Our e-tender no. hq-pur-sp-ra-e131-2017-18 opened on 09.03.2018
2. Tender id : 2018_WCL_94167_1
3) Your bid id No. 280698

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of New Insulating Oil (Transformer Oil) 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.	Description	Unit Basic Rate per Litre (in Rs.)	GST @ 18% (Rs)	Landed Price (in Rs.)	%age Share of approved off take for operation
1	New insulating Oil (Transformer Oil) as per IS:335-1993 as amended up to date. Detail specifications as per Annexure A enclosed HSN Code- 27101980	56.00	10.08	66.08	80%

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 contact i.e. from 06.06.2018 to 05.06.2020 (Both days inclusive).

3. **APPROXIMATE OFF TAKE VALUE FOR OPERATION** : The RC shall be operative within the total approximate off-take value for Rs. 74,00,960.00 (Rupees Seventy four Lakhs Nine Hundred Sixty only) for the period of two year from the date of issue of the RC.

4. **INCREASE IN % SHARE OF APPROVED OFF TAKE FOR OPERATION** : WCL reserves the right to increase the %age share of approved off take for operation against this RC upto 100%, for which separate communication may be given to you.

5. **PRICES** : The above prices are variable. The price variation shall be based on IEEMA price circular for transformer Oil base stock price and drums with a ceiling limit of +/- 35% which shall be governed by the following formula.

IEEMA.PVC Formula : $P = P_o + 1.2(TB_TB0) + 4.8(D-Do)$, wherein

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06/06/18

P= Price in Rs/KL of Transformer oil to be supplied in drums confirming to IS:335/1993 and amended time to time payable as adjusted in accordance with the above formulated.

Po = Price in Rs/KL of Transformer oil to be supplied in drums confirming to IS:335/1993 and amended time to time. The above unit price i.e. Rs. 56/- at which the RC is finalized.

TBo= Price of TOBS(The price of TOBS is the average price (in Rs/KL tr) as quoted by transformer oil manufactures (including custom duty if imported) applicable on first working day of the month prior to the date of tender opening as circulated by IEEMA

TB= Price of TOBS(The price of TOBS is the average price)in Rs/KL tr) as quoted by transformer oil manufactures (including custom duty if imported) Applicable on first working day of the month. One month prior to the date of supply, as circulated by IEEMA.

Do= Price of Drums, applicable on first working day of the month. One month prior to the date of tender opening as circulated by IEEMA.

D= Price of Drums, applicable on the first working day of the month. One month prior to the date of supply as circulated by IEEMA

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. **DELIVERY SCHEDULE** :- To commence within 1(one) months from the date of order placed by the DDO and to be completed within 2 (two) months from the date of supply order. The delivery shall be reckoned from 7th date of the supply order.

8. **SUPPLY LOCATION** : You shall supply the materials from your location at : HAYBUBDER LUBE PLANT – II, MAZGAON, MUMBAI- 400033

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	HDFC BANK LIMITED, SANDOZ BRANCH
Address of the Branch	SANDOZ BHAWAAN , Dr. A.B. ROAD WORLI MUMBAI,440018
Account Number	301814804500
Nature of Account	Direct Sales SBU E-collections
IFS Code of the Branch	HDFC0000240

11. **DIRECT DEMANDING OFFICERS** :- Staff Officer(MM) of respective areas of WCL, as per Annex-B enclosed

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

13. **CONSIGNEE**:- Respective Depot Officers of WCL Areas. As per annex B enclosed.

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 stores.

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

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[Handwritten Signature]
06/06/18

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. 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.

19. 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

20. 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

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06/06/18

by you to the WCL, if the contract has already been concluded.

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

22 . 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 (considering All DDO's together) during its validity exceeds the estimated off-take value of Rs. 74,00,960.00 (Rupees Seventy four Lakhs Nine Hundred Sixty only).

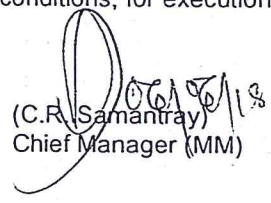
27. **JURISDICTION** : Any dispute arising out of this contract shall come under sole jurisdiction of Nagpur Court, Nagpur, Maharashtra, India.

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


(Sanjay Pawar)
Sr. Manager (MM)

Your faithfully,


(C.R. Samantray)
Chief Manager (MM)

Note to the DDOs : Parallel Rate Contracts are being concluded, therefore the orders shall be placed by DDOs based on their actual and approved and budgeted requirement for indicated percentage share of Off take on the firm.

Encl.:

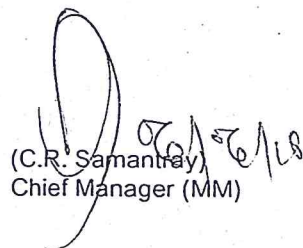
- i) Technical specifications – Annexure "A"
- ii) List of DDO's/Consignee/Paying Authority- Annexure "B"
- iii) General Terms and conditions-Annexure "D"

Distribution copy :

1. Area General Managers, All Areas, WCL
2. GM(E&M)HOD/GM(Excvt)HOD, WCL Hqrs, Nagpur
3. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
4. SO(E&M)/SO(Excvt)/ 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 competent Authority.


(Sanjay Pawar)
Sr. Manager (MM)


(C.R. Samantray)
Chief Manager (MM)

ANNEXURE A

SN	Description	Parameter for compliance
1	Make of the Transformer Oil offered	HP TRANSFORMER OIL
	Specification, schedule of characteristics and tests	As per IS:335-1993 as ammended upto date
	(i) Appearance-	Clear ,free from suspended matter or sediments
	(ii) Density- At 29.5°C	0.89 in gm/cm ³ (max)
	(iii) Kinematic viscosity	
	a. At 27° C in cSt (max)	Maximum allowable is 27
	b. At 40° C in cSt- AS per IS:335-1993 AS amended up to date	Maximum allowable is 12
	(iv) Inter facial Tension-At 27°C min in N/m:	0.04 N/m (min)
	(v) Flash Point - Pen Sky marten (closed) in deg C:	140 deg C (min)
	(vi) Pour Point - Max in deg C:	(-)6 deg C
	(vii) Neutralisation value	
	a. Total Acidity : 0.03 mg KOH/g (max)	0.03 mg KOH/g (max)
	b. Inorganic acidity /alkalinity:	NIL
	c. Sulphur, Corrosive/Non corrosive -	NON CORROSIVE
	(viii) Electric Strength (breakdown voltage)	
	a. New Unfiltered oil :-	30 KV (rms) (Min)
	b. After Filtration :	60 KV (rms) (Min)
	c. Dielectric dissipation factor (tanδ)- At 90 deg C :	0.002 (Max)
	(ix) Specific resistance	
2	At 90 deg C, in ohm-cm:	35x10 ¹² ohm-cm (Min)
	At 27 deg C , in ohm-cm:	1500x10 ¹² ohm-cm (Min)
	(x) Oxidation stability	
	a. Neutralisation Value after oxidation :	0.4 mg KOH/g (max)
	b. Total Sludge ,after oxidation:	0.1 percentage by weight (max)
	c. Aging characteristics after accelerated aging	(open beaker method with copper catalyst)
	d. Specific Resistance -at 27° C :	2.5x10 ¹² ohm-cm (Min)
	e. Specific Resistance -at 90°C:	0.2x10 ¹² ohm-cm (Min)
	f. Dielectric dissipation factor (tanδ)- At 90 deg C :	0.2 (max)
	(xi) Total Acidity :	0.05 mg KOH/g (max)
	a. Total sludge ,Max in percent by weight:	0.05 percentage by weight (max)
	b. PRESENCE OF OXODATION INHIBITOR:	OIL shall not contain Anti Oxidant additives
	Water Content, Max in ppm :-	50 ppm (Max)
	SK Value:	As per IS :335-1993 as amended up to date
	(xii) Packing :	Packed in new non returable steel drums of 210 liters nominal capacity - conforming to Type A or Type B of IS :1783 (Part-1)-1983 and IS :1783 (Part-2)- 1988 as stipulated in clause 6.1 of IS :335-1993
	(xiii) Marking:-	Each drm shall be indelibly marked -As per clause No 8.1 of IS:335-1993
	(xiii) Test Certificate:	Actual Test certificate are required to be submitted separately with the dispatch document
3	Document to be submitted along with supply	Self attested copy of valid BIS license for use of ISI certification mark (including 1st and 2nd schedule with relevant endorsement for new insulating oil with each supply

Actual Test certificate are required to be submitted separately with the dispatch document

DDO'S, CONSIGNEE & PAYING AUTHORITY DETAILS

ANNEXURE- B

SL NO.	NAME OF THE AREA	DDO's & POSTAL ADDRESS OF THE CONSIGNEE	POSTAL ADDRESS OF THE PAYING AUTHORITY
1	NAGPUR	The Depot Officer, Regional Stores, Western Coalfields Limited PO: SILEWARA COLLIERY Dist. Nagpur (M.S.)Pin:441 109	The Area Finance Manager, Western Coalfields Limited PO: JARIPATKA NAGPUR (M.S.)Pin:440 014
2	UMRER	The Depot Officer, Regional Stores, Western Coalfields Limited P.O.: -Umrer Project Dist. Nagpur (M.S.)Pin:-441204	The Area Finance Manager, Western Coalfields Limited P.O.: -Umrer Project Dist. Nagpur (M.S.)Pin:-441204
3	MAJRI	The Depot Officer, Regional Stores, Western Coalfields Limited New Majri , P.O.: -Shivaji Nagar, Distt:-Chandrapur-(M.S)Pin: 442 603	The Area Finance Manager, Western Coalfields Limited Majri Area , Kuchna P.O.: -Snembul , Via Warora , Distt:-Chandrapur-(M.S)Pin: 442907
4	WANI	The Depot Officer, Regional Stores, Western Coalfields Limited P.O.: -GHUGUS COLLIERY Distt:-Chandrapur,(M.S)Pin: 442 505	The Area Finance Manager, Western Coalfields Limited P.O.: -TADALI Distt:-Chandrapur,(M.S)Pin: 440206
5	WANI NORTH	The Depot Officer, Regional Stores, Western Coalfields Limited Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304	The Area Finance Manager, Western Coalfields Limited Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304
6	CHANDRAPUR	The Depot Officer, Regional Stores, Western Coalfields Limited Durgapur Opencast, P.O.: DURGAPUR Distt,Chandrapur,(M.S) Pin : 442 403	The Area Finance Manager, Western Coalfields Limited P.O. & Dist. Chandrapur, (M.S)Pin : 442 403
7	BALLARPUR	The Depot Officer, Regional Stores, Western Coalfields Limited Ballarpur Area, PO : Sasti Distt:-Chandrapur (M.S) Pin: - 442 701	The Area Finance Manager, Western Coalfields Limited Ballarpur Area PO : Ballarpur - 442701Distt:-Chandrapur (M.S)Pin:- 442701
8	KANHAN	The Depot Officer, Regional Stores, Western Coalfields Limited Kanhana Area, P.O:Dongaria-480553 Distt.: -Chhindwara, (M.P)	The Area Finance Manager, Western Coalfields Limited Kanhana Area, P.O:Dongaria-480553 Distt.: -Chhindwara, (M.P)
9	PENCH	The Depot Officer, Regional Stores, Western Coalfields Limited Pench Area, P.O: Chandameta-480447 Distt.: -Chhindwara, M.P	The Area Finance Manager, Western Coalfields Limited Pench Area P.O: CHANDAMETA--480447 Distt.: -Chhindwara, M.P
10	PATHAKHERA	The Depot Officer, Regional Stores, Western Coalfields Limited Pathakhera Area P.O.: -Pathakhera Colliery-460449, Distt.: -Betul. (M.P)	The Area Finance Manager, Western Coalfields Limited Pathakhera Area P.O.: -Pathakhera Colliery-460449, Distt.: -Betul. (M.P)
11	Central Workshop Tadali	Depot officer Central Store Tadali P.O.: -TADALI Distt:-Chandrapur,(M.S)Pin: 440206	The Area Finance Manager, CWS, Western Coalfields Limited P.O.: -TADALI Distt:-Chandrapur,(M.S)Pin: 440206

Handwritten signature and initials, possibly 'X D' and '06/06/18'.