

(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 - 251138 1,
2511227 EXT 5529 or 5824
Fax : 0712 - 251028 4
Website : westerncoal.gov.in

Rate Contract No:11000132418989

Dtd : 18.07.2018

To,
M/s Vinod Medical Systems Pvt Ltd.
B1-2, Sai Nagar,
Near Railway Crossing
Devendra Nagar
Raipur (C.G.)-492009

By Speed. Post With A.D.

Vendor Code:-533030

email:-vmspl@vinodmedical.com

Tel:- 09827141404

Fax:-0771-2882404

Dear Sir,

Sub:- Rate Contract for Supply of X-ray films & film processing chemicals valid for a period of two year.

Ref:- 1. Our e-tender no. WCL-hq-pur-ad-e-108-2017-18(Tender Id-2017_WCL_88647_1) with e-price bids, opened on 05.02.2018 for supply of X-ray films & chemicals

2. Your Bid Id No. 267814 submitted on 26.01.2018 & subsequent correspondences

With reference to the above, we are pleased to enter into a RATE CONTRACT with you for supply of X-ray films & chemicals to the Areas of WCL situated in the State of Maharashtra, Madhya Pradesh & WCL Hqrs as per the specification, rates, terms and conditions stipulated below :-

| Item Serial NO | Item Description | Units | Unit Basic Rate (in Rs) |
|----------------|---|--|-------------------------|
| 2 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.P. Size:6.5"x8.5" | Packet (containing 50 sheets per packet) | 628.34 |
| 3 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.S. Size:8"x10" | Packet (containing 50 sheets per packet) | 911.09 |
| 4 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.P. Size:8"x10" | Packet (containing 50 sheets per packet) | 911.09 |
| 5 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.S. Size:10"x12" | Packet (containing 50 sheets per packet) | 1366.46 |
| 6 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.P. Size:10"x12" | Packet (containing 50 sheets per packet) | 1366.46 |
| 7 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.S. | Packet (containing 50 sheets per packet) | 2049.52 |

| | Size:12"x15" | | |
|----|--|---|---------|
| 8 | Medical X-ray film (Sensitive to light-Blue) Double sided emulsion coated for M.P. Size:12"x15" | Packet (containing 50 sheets per packet). | 2049.52 |
| 9 | Medical X-ray film (Sensitive to light-Green) Double sided emulsion coated for M.S. Size:6.5"x8.5" | Packet (containing 50 sheets per packet) | 628.34 |
| 10 | Medical X-ray film (Sensitive to light-Green) Double sided emulsion coated for M.S. Size:8"x10" | Packet (containing 50 sheets per packet) | 911.09 |
| 11 | Medical X-ray film (Sensitive to light-Green) Double sided emulsion coated for M.S. Size:10"x12" | Packet (containing 50 sheets per packet) | 1366.46 |
| 12 | Medical X-ray film (Sensitive to light-Green) Double sided emulsion coated for M.S. Size:12"x15" | Packet (containing 50 sheets per packet) | 2049.52 |
| 13 | Dental Film Double sided emulsion coated for M.P. Size:Standard Size | Packet (containing 150 sheets per packet) | 1400.00 |
| 14 | X-ray Film fixer powder (Manual Processing) for preparation of 22.5 litres developer solution for M.S. | Each packet of 22.5 liters. | 330.00 |
| 15 | X-ray Film fixer powder (Manual Processing) for preparation of 22.5 litres developer solution for M.P. | Each packet of 22.5 liters. | 330.00 |
| 16 | X-ray Film Developer powder (Manual Processing) for preparation of 22.5 litres fixer solution for M.S. | Each packet of 22.5 liters. | 421.00 |
| 17 | X-ray Film Developer powder (Manual Processing) for preparation of 22.5 litres fixer solution for M.P. | Each packet of 22.5 liters. | 421.00 |

TERMS AND CONDITIONS:

1. RATE CONTRACT :- This is a Rate Contract for supply of X-ray films & film processing chemicals wherein the prices are FIRM & FIXED but 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 YEAR from the date of issue of this rate contract i.e. from 18.07.2018 to 17.07.2020 (Both days inclusive).

3:Off-Take:The RC shall be operative within the total off-take value for WCL at Rs.45,25,063.00/- only with Area wise break-up of approximate off-take for operation of rate contract for the period of two years from the date of issue of the RC as follows:

| Serial No | Area | Estimated Value during RC Period of two years(including taxes) |
|-----------|--------|--|
| 1 | WANI | Rs.288974.00/- |
| 2 | NAGPUR | Rs.1213551.00/- |
| 3 | PENCH | Rs.674900.00/- |

| | | |
|---|-------------|-----------------|
| 4 | KANHAN | Rs.411727.00/- |
| 5 | CHANDRAPUR. | Rs.486937.00/- |
| 6 | PATHERKHEDA | Rs.476889.00/- |
| 7 | MAJRI | Rs.295592.00/- |
| 8 | UMRER | Rs.242297.00/- |
| 9 | BALLARPUR | Rs.434196.00/- |
| | Total | Rs.4525063.00/- |

The supplier have to take clearance of MM dept, WCL HQ before supply of material as & when total landed value of orders placed by DDO's against RC exceeds the above off-take.

4. **PRICES** :Prices shall be "Firm" on F.O.R. Destination basis inclusive of Packing & Forwarding, & Insurance charges and in case of order, shall remain "FIRM" till complete execution of the order placed against Rate Contract. However freight charges shall be paid extra at actuals against documentary evidences. Direct Demanding Officers of respective consignees shall place orders as and when required during the validity period of Rate Contract for supply of the items for a period of TWO YEARS from the date of issue of rate contract and the price shall be FIRM and fixed during the currency of the rate contract.

5. **GST**: Shall be payable extra as applicable within the stipulated delivery period of the supply order against RC. The present applicable rate of GST is 12% .Input Tax Credit on GST shall be availed by WCL as per GST Rules. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit(ITC) under GST. In case any failure on your account the penalty including interest if any borne by WCL on ITC ,shall be recovered from you.

6. **DELIVERY** :- Supply shall commence within 30 days & to be completed within 45 days from the date of issue of order. The delivery schedule shall be reckoned from 7th day of the order date.

7. **TERMS OF PAYMENT**:- 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later .

8. **DIRECT DEMANDING OFFICERS** :- DDO details given below:

- For item sl no. 1,3,5,7,12,14 & 16:- DDOs of Madhya Pradesh Areas (MP) only
- For item sl no.2,4,6,8,9,10,11,13 & 15:- DDOs of Maharashtra (MS) only

Supply orders will be issued by Direct Demanding Officers (DDOs) as per Annexure "A" or their authorized representative against this Rate Contract.

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

10. **CONSIGNEE**:-

- 1- Chief Medical Officer, WCL(HQ), Dispensary, Coal Estate, Seminary Hills, Civil Lines, Nagpur – 440 001 (M.S.)
- 2-Area Medical Officers of all the areas of WCL as per enclosed annexure-A.

11. **SECURITY DEPOSIT** : You shall have to furnish the security deposit amount of Rs.4,53,000.00/- (Rs Four Lakhs Fifty Three Thousand) in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract without

 18/7/18

having any ceiling, within 15 days time from the date of supply order to the Direct Demanding Officer and submit to this office.

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 |
| Name of Bank | ICICI Bank |
| Bank A/c No: | 5905018053 |
| Cust ID of beneficiary | 556096497 |
| Department | Purchase |
| Beneficiary Bank Address | 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 |

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

12.INSPECTION : Final Inspection of the consignment shall be carried out at the destination stores which shall be arranged by the consignee on receipt of stores.

13. 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-accepted and stamped 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, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- Any other document as specified in the Order,enclosures.

14.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.

15. GUARANTEE / WARRANTY : You shall give a manufacturer's guarantee certificate along with the bill that the material supplied are manufactured & marketed by us & are guaranteed for its genuineness/quality. In case of any discrepancy/dispute, manufacturer will be held responsible & manufacturer will replace the materials free of cost with fresh materials within 15 days of intimation.

Shelf Life : For items having total shelf life (as indicated on packing/label) up to one year should have shelf life not less than six months on the date of delivery at consignee's store. For items having total shelf life (as indicated on packing/label) more than one year should have shelf life not less than one year on the date of delivery at consignee's store.

16. 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.

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 Certificate :- A Price Certificate shall be submitted by you along with the bills 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."



RC No.11000132418989 dtd. 18.07.2018 M/s Vinod Medical Systems Pvt Ltd., Raipur

19. 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.

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

21. 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 outside the contract in case of urgency arising out at any time during the contract period.

22. Supply Point for Maharashtra & Madhya Pradesh :-

M/s Vinod Medical Systems Pvt Ltd., Silvassa (UT).email:-vmspl@vinodmedical.com

Tel:- 09827141406

23. Billing Address of the firm:

M/s Vinod Medical Systems Pvt Ltd,

Survey No. 217/18, Vill. Dadra (Silvassa)

Dadra Nagar & Haveli – 396230

GST Registration of the Firm-22AAACV8457B1ZK

PAN No of the Firm-AAACV8457B

Western Coalfields Limited (WCL)'s state-wise GSTINS (provisional) are indicated below :

MAHARASHTRA State GST NO - 27AAACW1578L1Z4

MADHYA PRADESH GST NO - 23AAACW1578L1Z4

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions-Annex "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-Annex "B"
- iii) Format of Bank Guarantee- Annexure "C"

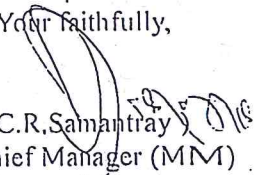


(Ashish Dixit)
Sr Manager (MM)

Copy to:-

1. Area General Managers, All Areas, WCL
2. CMS I/c, WCL Hqrs, Nagpur
3. CMO, WCL, Hqrs Dispensary, Nagpur
4. Area Medical Officers/ Depot Officers/AFM/SO(MM), All Areas, WCL
5. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur

Your faithfully,


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




6. Associate Finance(MM), WCL, Nagpur

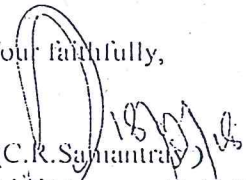
BANK DETAILS:-

| | |
|--|--|
| ACCOUNT HOLDER'S NAME | VINOD MEDICAL SYSTEMS PVT. LTD. |
| Name & Address of the Bank / Branch | Bank of Maharashtra, Byron Bazar Branch, Chandni Bhawan, Netaji Chowk, Katora Talab Raipur (CG) 492 001, |
| Account Number | 20065702960 |
| Nature of Account (Cash, Credit , Current, Saving) | Cash-Credit |
| IFS Code of the Branch | MAHB 0000981 |

INSTRUCTION FOR DDO's-

- Order against this rate contract is to be placed only against approved requirement and after obtaining budget certification .
- The list of DDO's and maximum off-take allowed to them against the Rate Contract is given below (Annex-A). The total order quantity by any DDO against this Rate Contract shall be restricted within the same.
- The Copy of each order should be e-mailed or faxed to the firm so that the material can be supplied within the scheduled delivery period.


(Ashish Dixit)
Sr Manager (MM)

Your faithfully,

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

List of DDOs, Consignee & Paying Authority

Annexure-A

| Area | DDO | Consignee | Paying Authority |
|---------------|---|--|--|
| HQ Dispensary | Chief of Medical Services Incharge, WCL, Coal Estate, Civil Lines, Nagpur - 440 001 (M.S.) | Chief Medical Officer, WCL(HQ), Dispensary, Coal Estate, Civil Lines, Nagpur - 440 001 (M.S.) | The G.M.(Finance) Western Coalfields Ltd., Coal Estate, Civil Lines, Nagpur - 440 001 (M.S.) |
| Ballarpur | AGM / Area Medical Officer, WCL, Ballarpur Area, P.O. Sasti, Tehsil : Rajura - 442706, Dt. Chandrapur (M.S.) | Area Medical Officer, WCL, Ballarpur Area, P.O. Sasti, Tehsil : Rajura - 442706, Dt. Chandrapur (M.S.) | Area Finance Manager Ballarpur Area, P.O. Sasti, Tehsil : Rajura - 442706, Dt. Chandrapur (M.S.) |
| Chandrapur | AGM / Area Medical Officer, WCL, Chandrapur Area, P.O. Babupeth, Dt. Chandrapur, (M.S.) | Area Medical Officer, WCL, Chandrapur Area, P.O. Babupeth, Dt. Chandrapur, (M.S.) | Area Finance Manager WCL, Chandrapur Area, P.O. Babupeth, Dt. Chandrapur, (M.S.) |
| Wani | AGM / Area Medical Officer, WCL, Wani Area, P.O. Tadali (Urjagram)- 442406, Dt. Chandrapur (M.S.) | Area Medical Officer, WCL, Rajiv Ratan Hospital, Wani Area, P.O. Ghugus Colliery - 442505 Dt. Chandrapur (M.S.) | Area Finance Manager WCL, Wani Area, P.O. Tadali (Urjagram)- 442406, Dt. Chandrapur (M.S.) |
| Majri | AGM / Area Medical Officer, WCL, Majri Area, Kuchna, P.O. Shembul - 442007, Via Warora, Dt. Chandrapur (M.S.) | Area Medical Officer, WCL, Majri Area Hospital, Kuchna, P.O. Shembul - 442007, Via Warora, Dt. Chandrapur (M.S.) | Area Finance Manager WCL, Majri Area, Kuchna, P.O. Shembul - 442007, Via Warora, Dt. Chandrapur (M.S.) |
| Wani (N) | AGM / Area Medical Officer, WCL, Wani(N) Area, P.O. Ukni - 445304 Tehsil- Wani, Dt. Yeotmal (M.S.) | Area Medical Officer, WCL, Area Hospital, Wani(N) Area, P.O. Ukni - 445304 Tehsil- Wani, Dt. Yeotmal (M.S.) | Area Finance Manager WCL, Wani(N) Area, P.O. Ukni - 445304 Tehsil- Wani, Dt. Yeotmal (M.S.) |
| Nagpur | AGM / Area Medical Officer, WCL, Nagpur Area, P.O. Jaripatka - 440014, Dt. Nagpur (M.S.) | Chief Medical Officer, WCL, JIN Hospital, P.O. Kanhan, Dt. Nagpur | Area Finance Manager WCL, Nagpur Area, P.O. Jaripatka - 440014, Dt. Nagpur (M.S.) |
| Umrer | AGM / Area Medical Officer, WCL, Umrer Area, P.O. Umrer, Dt. Nagpur (M.S.) | Area Medical Officer, WCL, Umrer Area Hospital, P.O. Umrer, Dt. Nagpur (M.S.) | Area Finance Manager WCL, Umrer Area, P.O. Umrer, Dt. Nagpur (M.S.) |
| Pathakhhera | AGM / Area Medical Officer, WCL, Pathakhhera Area, P.O. Pathakhhera Colliery, Dt. Betul (M.P.) | Area Medical Officer, WCL, Area Hospital, P.O. Pathakhhera Colliery, Dt. Betul (M.P.) | Area Finance Manager WCL, Pathakhhera Area, P.O. Pathakhhera Colliery, Dt. Betul (M.P.) |
| Pench | AGM / Area Medical Officer, WCL, Pench Area, P.O. Parasia - 480441 Dt. Chhindwara (M.P.) | Area Medical Officer, WCL, Barkuhi Hospital, Pench Area, P.O. Chandameta, Dt. Chhindwara (M.P.) Chief Medical Officer, Parmanand Rehabilitation Center, Chhindwara (M.P.) | Area Finance Manager WCL, Pench Area, P.O. Parasia - 480441 Dt. Chhindwara (M.P.) |
| Kanhan | AGM / Area Medical Officer, WCL, Kanhan Area, P.O. Dungaria, Rly. Station Junnardeo, Dt. Chhindwara (M.P.) | Area Medical Officer, WCL, Area Hospital Kanhan Area P.O. Dungaria, Dt. Chhindwara (M.P.) Rly. Station Junnardeo | Area Finance Manager WCL, Kanhan Area, P.O. Dungaria, Rly. Station Junnardeo, Dt. Chhindwara (M.P.) |