

RC No: 11000530217198.

M/s Eimco Elecon (India) Limited

(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 5529 or 5824
Fax : 0712 - 2510284
Website : westerncoal.gov.in

Rate Contract No: 11000530217198

Dtd : 26.03.2018

To,
M/s Eimco Elecon (India) Limited
Anand Sojitra Road, Vallabh Vidyanagar,
Gujrat :- 388120
Email - dcjoshi@eimcoelecon.in
Mob - 9909917814
Fax - 02692 236506

Regd Post /AD
Vendor code : -508004

Sub:- Rate Contract for Supply of spares for Eimco Elecon Make SDLs / LHDs / UDMs for a period of one year

Ref:-

1. Our e-tender no. hq-pur-sp-s-e087-2016-17, (Tender ID No. 2016_WCL_54500_1), opened on 09-Dec-2016
2. Your offer no. NIL dtd. 31.10.2016, (Bid ID No. 153123) & subsequent correspondences
3. Anti profiteering disclosure dated 11.10.2017 submitted by you duly certified by your CA.
4. Your letter ref: EIM/WCL/RC/0452 dated 16.11.2017
5. Your letter ref: EIM/WCL/RC.0700 dated 01.03.2018 extending the validity till 31.03.2018

Dear Sir,

With reference to the above, we are pleased to enter into a Rate Contract with you for supply of Spares for EIMCO ELECON Make SDLs, LHDs & UDMs at the rates and specifications mentioned below to all our Areas situated in the State of Maharashtra (MS) and Madhya Pradesh (MP) as per the specification, rates, terms and conditions stipulated below & general terms & conditions enclosed:-

NIT SI No.	Part No,	Description	Unit	Basic rate (Rs per unit)	GST % applicable	HSN code (4 digit)
1	250M100000011	Roller Assy	no:	3830.00	18%	8431
2	625B020000485	Sprocket Shaft	no:	8270.00	18%	8431
3	625C000003249	Sprocket	no:	1690.00	18%	7326
4	625C000003250	Sprocket	no:	2080.00	18%	7326
5	625M100000071	Seal Kit	no:	3830.00	28%	4016
6	627M00C000062	Track Recoil Assy	no:	19500.00	18%	8431

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7	627M000000265	Track Tensioning arrangement	no:	3813.00	18%	8431
8	811B060000149	Sprocket	no:	8140.00	28%	8483
9	811B060000150	Sprocket	no:	7495.00	28%	8483
10	611M100000084	Track Link Assy	no:	126745.00	18%	8431
11	611M100000087	Track Link and T G Shoe Assy	no:	247011.00	18%	8431
12	611M100000142	Track Link Assy	no:	135400.00	18%	8431
13	625E000000790	Arm EX	no:	129686.00	18%	8431
14	625E020000069	Upper Deck	no:	105469.00	18%	8431
15	625M100000430	Track Link and T G Shoe Assy	no:	221865.00	18%	8431
16	625M100000431	Track Link Assy (Without Shoe)	no:	118530.00	18%	8431
17	627E000000003	Yoke	no:	8630.00	18%	8431
18	627M000000136	Front Idler Assy	no:	72840.00	18%	8431
19	811C030000006	Bolster	no:	72030.00	18%	8431
20	811M100000315	Lift Arm Assy	no:	141323.00	18%	8431
21	811M100000316	Dump Lever assy	no:	41775.00	18%	8431
22	811M100000317	Link assy	no:	2875.00	18%	8431
23	811M100000437	Push Plate Bucket	no:	284098.00	18%	8431
24	811M100000472	Reworking for brake valve	no:	77800.00	18%	8431
25	912C030000028	Bloster Assy	no:	138250.00	18%	8431
26	FLSS25FL2F	Float Switch	no:	90500.00	28%	8536
27	FLSS25FL4F	Float Switch assy	no:	72250.00	28%	8536
28	FLSS25T4F	Temp.Switch Assy	no:	70700.00	18%	8431
29	250A070000030	Roller Assy	no:	2961.00	18%	8431
30	811C020000341	Wheel rim EX	no:	22050.00	18%	8431
31	811B020000490	Front Frame	no:	341250.00	18%	8431
32	250A070000036	Idler Sprocket Assy	no:	3651.00	18%	8431
33	811M100000467	Seat	no:	17529.00	18%	8431
34	611A060000085	Drive Chuck	no:	7854.00	18%	8431

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35	611A060000086	Drive Chuck	no:	3869.00	18%	8431
36	611A060000087	Drive Chuck	no:	4095.00	18%	8431
37	611A070000167	Drill Feed Assy	no:	26250.00	18%	8431
38	611A070000157	Drill Guide Assy	no:	5775.00	18%	8431
39	611A070000162	Hinge Bracket Assy	no:	63000.00	18%	8431
40	611A070000165	Drill Unit Mounting Bracket Assy	no:	84000.00	18%	8431
41	611A070000166	Carriage Bracket Assy	no:	12678.00	18%	8431
42	611A070000168	Idler Bush Assy	no:	4079.00	18%	8431
43	611A070000307	Water Injector Assy	no:	7140.00	18%	8431
44	611A070000309	Drill Drive Unit	no:	131250.00	18%	8431
45	611B020000255	Drill Slide	no:	42000.00	18%	8431
46	611B070000319	Conversion Kit (Gear Box)	no:	50715.00	18%	8431
47	611M10000169	Track Link and SG Shoe Assy	no:	267750.00	18%	8431
48	630B000006205	Cage Front Idler	no:	3924.00	18%	7326

TERMS AND CONDITIONS:

- RATE CONTRACT:-** This is a Rate Contract for supply of spares for Eimco Elecon Make SDLs / LHDs / UDMs 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.
- VALIDITY PERIOD ;** This Rate Contract shall be valid for a period of ONE year from the date of issue of this rate contract i.e. from 26.03.2018 to 25.03.2019 (Both days inclusive).
- RC OFF-TAKE:-** The maximum off-take in terms of value against this Rate Contract for a period of one year is Rs. 316.45 Lakhs (Rupees Three crore sixteen lakh forty five thousand Only; inclusive of taxes). The areawise approximate offtake shall be as indicated under:

SN	Area	Off-take amount (in Lakhs Rs.)
1	Patherkheda	97.92
2	Pench	37.02
3	Kanhan	48.96
4	Nagpur	65.68
5	Umrer	2.39
6	Majri	4.78
7	Wani North	23.88

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M/s Eimco Elecon (India) Limited

8	Chandrapur	21.49
9	Ballarpur	14.33
	Total	316.45

The area wise off-take limit is tentative & may be changed as per the requirement of the area which will be regulated by GM(E&M)HOD. In the event, you receive any order beyond the total RC off-take value of Rs. 316.45 Lakhs (including all taxes & duties), the same must be intimated by you to GM(MM)I/c WCL & orders are to be executed only after clearance from this office.

4. **PRICES:** The above prices are applicable for supplies to Consignees of WCL situated both in Maharashtra & Madhya Pradesh States. The above Prices shall be Firm & on F.O.R. Destination basis inclusive of Packing, Forwarding, Freight & Insurance Charges. The prices shall remain firm throughout contractual delivery period. Safe arrival of consignment at destination stores shall be your responsibility.

5. **GST** - GST shall be paid extra as applicable at the time of supply within the stipulated delivery period of the order. The item wise GST rates indicated above are as offered by you as applicable presently. The GST invoice shall clearly indicate the HSN code of the item. Input tax credit as per rule shall be availed by WCL for which you shall submit GST compliant invoice at the time of supply to enable WCL to avail input tax credit. Any extra benefit of input tax credit in future shall also be passed on to WCL.

6. **DELIVERY:-** Delivery shall be completed within four months from the date of placement of order by Direct Demanding Officer (DDOs). The delivery schedule shall be reckoned from 7th day of the order date. Early delivery shall be acceptable.

7. **TERMS OF PAYMENT:-** 100% Payment will be made within 21 days from the date of receipt and acceptance of materials or receipt of the invoice along with all documents as required in the Purchase Order, whichever is later.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Sl.No.	Description	Details
1	Name of Bank and Place	State Bank of India, special commercial branch , Jay Laxmi Plaza , Ganesh Crossing, Anand - 388001 , Gujarat
2	Type of Account	Cash Credit
3	A/C No.	10201747608
4	IFSC Code	SBIN 0004084

8. **(a) DIRECT DEMANDING OFFICERS (DDO) :-** Staff Officer (MM), Western Coalfields Limited; Pathakhera/Pench/Kanhan in Madhya Pradesh State & Nagpur/Umrer/Majri/ Wani North/Chandrapur/Ballarpur in Maharashtra State.

9. **(b)Consignee-** The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera/Pench/ Kanhan in Madhya Pradesh State & Nagpur/ Umrer/Majri/ Wani North/ Chandrapur/Ballarpur in Maharashtra State.

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DDO/Consignee details shall be as per enclosed Annexure-A

10. **PAYING AUTHORITY:-** Area Finance Manager, Western Coalfields Limited, Pathakhera/Pench/ Kanhan in Madhya Pradesh State & Nagpur/ Umrer/Majri/ Wani North/ Chandrapur/Ballarpur in Maharashtra State.

DDO/Consignee details shall be as per enclosed Annexure-A

10. **SECURITY DEPOSIT :** You will have to furnish the security deposit amount to this office in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the approximate off-take for one year i.e. for Rs.31,64,500 /- (Rupees Thirty one lakh sixty four thousand five hundred Only) without having any ceiling, within 15 days time from the date of conclusion of RC.

- In case you fail to deposit the security money, the RC shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.
- Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the Rate Contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.
- The bank guarantee issued by your banker shall be operational for all purposes at Nagpur branch (Maharashtra).
- 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	Customer ID: 556096497 Bankn A/c no: 005905018053 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

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Maharashtra

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

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

13. **SUBMISSION OF BILLS** :

Pre- receipted and stamped GST compliant 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:

- i). Pre-receipted and stamped GST compliant invoice as per GST rules.
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST Act 2017)
- iii). Eway bill (If applicable) – In the event the delivery of goods by the supplier is on FOR destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill.
- iv). Fitment Guarantee certificate
- v). Warranty/Guarantee certificate.
- vi). Delivery challan in original.
- vii). Manufacturer's certificate
- viii). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- ix). Any other documents indicated elsewhere in the order

14. **LIQUIDATED DAMAGES / RISK PURCHASE:** 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

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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 :**

The supply shall be covered by the maker's standard guarantee as follows:-

You shall warrant that the parts supplied under the contract /supply order-

-Is new and unused

-Is in accordance with contract specifications

-shall have no defects arising out of design, materials or workmanship.

You will stand guarantee for the parts supplied by you to be free from manufacturing / material / design defects and certify that parts are suitable for fitment on SDL /LHD supplied by you. You will further guarantee satisfactory performance of the component for a period of 9 (nine) months from the date of supply under normal condition of operation. However, rubber items like hoses, seal kits, O rings & electrical items and filter elements shall not be covered in scope of warranty.

FITMENT Guarantee Certificate: A fitment guarantee certificate should be submitted by you to the effect that the offered items shall fit and function in the equipment on which they are indented to be used, without any modification or alteration.

Warranty replacement & penalty: Warranty replacement shall be made within 8(eight) weeks from date of intimation failing which penalty @ ½% of the price of stores in arrear for each week or part thereof subject to ceiling limit of 5% shall be charged and recovered from you by the respective DDOs.

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. **LOWEST PRICE CERTIFICATE:-** You shall certify on the body of bills/invoices that "Rates charged are the lowest & you are not supplying the materials of identical description in India to any customer including CIL (or its subsidiary companies) at a price lower than the price stipulated in this contract. "

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.

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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. **MANUFACTURING CERTIFICATE** : As the order is being placed on the basis of consideration that you are manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works situated at. (address of the factory)."

23. **PRICE FALL CLAUSE** : You have undertaken along with your offer 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 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 the WCL, if the contract has already been concluded.

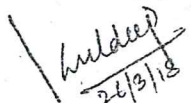
24. **PRICE CERTIFICATE**: A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "Certified that we have not supplied / are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU."

25. **PRE-CONTRACT INTEGRITY PACT**: Applicable – The contract shall be regulated as per Integrity pact signed by you and submitted along with your offer.

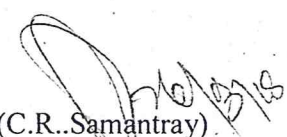
26. **Input tax benefit in future** - You have provided undertaking in the anti profiteering disclosure that any extra benefit of input tax credit in future shall also be passed on to WCL.

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


(P. Kuldeep)
Deputy. Manager (MM)

Your faithfully,


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

CC:

EIMCO ELECON (INDIA)LTD.
Branch office": SK Towares, 301,
3rd floor, Nelson square, Chindwara road,
Nagpur – 440013 (M.S)

Copy to:-

1. Area General Managers, WCL, NGP/UMR/BLPR/CHP/WANI North/MAJRI/PEN/PKD/KHN Areas
2. GM(E&M)HOD, WCL Hqrs, Nagpur
3. SO(MM)/SO(E&M)/DepotOfficers/AFM,NGP/UMR/BLPR/CHP/WANI north/MAJRI/PEN/PKD/KHN Areas
4. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
5. IEM: Sh.Virendra Kumar Shrivastav, S-1 Sunrise Society, 4th Cross, 40 feet Road, MR Garden, Gedalahalli, Sanjay Nagar, Bangalore - 560094

This issues with the approval of FD's vide ref WCL/BD.SECTT/FD-754/2018/1328 dtd 21-03-2018

Encl.:

- i) List of DDO's/Consignee/Paying Authority- Annexure "A"
- ii) General Terms and conditions -Annexure "B"
- iii) Format of Bank Guarantee:- Annexure-"C"

INSTRUCTION FOR DDO's-

- Order against this rate contract is to be placed only against approved requirement and after obtaining budget certification .
- The RC shall be operative within the maximum off-take in terms of value Rs. 316.45 Lakhs (Rupees Three crore sixteen lakh forty five thousand Only) with the Area wise off-take value with break up as indicated in the RC.
- The area wise off-take limit is tentative & may be changed as per the requirement of the area which will be regulated by GM(E&M)HOD.
- Areas are also required to place order within their RC off-take limit in terms of value for the respective area. None of the Area to exceed the allocated off-take limit without clearance of GM(E&M)-HOD.

(P. Kuldeep)
26/3/18
Deputy. Manager (MM)

(C.R. Samantray)
26/3/18
Chief Manager (MM)

Annexure-A

List of Consignee & Paying Authority

SL NO.	NAME OF THE AREA	Direct Demanding Officer (DDO's)	POSTAL ADDRESS OF THE CONSIGNEE	POSTAL ADDRESS OF THE PAYING AUTHORITY
1	Nagpur	AGM / SO (MM) WCL, Nagpur Area, P.O. Jaripatka - 440014, Dt. Nagpur (M.S.)	The Depot Officer, Regional Stores, WCL, PO: SILEWARA COLLIERY - Dist. Nagpur (M.S.)Pin:441 109	The Area Finance Manager, WCL, PO: JARIPATKA NAGPUR (M.S.)Pin:440 014
2	Umrer	AGM / SO (MM), WCL, Umrer Area, P.O. Umrer, Dt. Nagpur (M.S.)	The Depot Officer, Regional Stores, WCL, P.O.:Umrer Project Dist. Nagpur (M.S.)Pin:-441204	The Area Finance Manager, WCL, P.O.:Umrer Project Dist. Nagpur (M.S.)Pin:-441204
3	Majri	AGM / SO(MM), WCL, Majri Area, Kuchna, P.O. Shembul - 442007, Via Warora, Dt. Chandrapur (M.S.)	The Depot Officer, Regional Stores, WCL, New Majri , P.O.: Shivaji Nagar, Distt:-Chandrapur-(M.S)Pin: 442 603	The Area Finance Manager, WCL, Majri Area , Kuchna P.O.:Snebul, Via Warora Distt:-Chandrapur (M.S)Pin: 442907
4	Wani North	AGM / SO(MM), WCL, Wani(N) Area, P.O. Ukni - 445304 Tehsil- Wani, Dt. Yeotmal (M.S.)	The Depot Officer, Regional Stores, WCL, Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304	The Area Finance Manager, WCL, Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304
5	Chandrapur	AGM / SO(MM) WCL, Chandrapur Area, P.O. Babupeth, Dt. Chandrapur, (M.S.)	The Depot Officer, Regional Stores, WCL, Durgapur Opencast, P.O.: DURGAPUR, Distt. Chandrapur,(M.S) Pin : 442 403	The Area Finance Manager, WCL, P.O. & Dist. Chandrapur, (M.S)Pin : 442 403
6	Ballarpur	AGM / SO(MM) WCL, Ballarpur Area, P.O. Sasti, Tehsil : Rajura - 442706, Dt. Chandrapur (M.S.)	The Depot Officer, Regional Stores, WCL, Ballarpur Area, PO : Sasti Distt:-Chandrapur (M.S) Pin: - 442 701	The Area Finance Manager, WCL, Ballarpur Area PO : Ballarpur -442701Distt:-Chandrapur (M.S)Pin:-442701
7	Kanhan	AGM / SO(MM) WCL, Kanhan Area, P.O. Dungaria, Rly. Station Junnardeo, Dt. Chhindwara (M.P.)	The Depot Officer, Regional Stores, WCL, Kanhan Area, P.O.:Dongaria-480553, Distt.: Chhindwara, (M.P)	The Area Finance Manager, WCL, Kanhan Area, P.O.:Dongaria-480553, Distt.:Chhindwara, (M.P)
8	Pench	AGM / SO(MM) WCL, Pench Area, P.O. Parasia - 480441 Dt. Chhindwara (M.P.)	The Depot Officer, Regional Stores, WCL, Pench Area, P.O: Chandameta-480447, Distt.: Chhindwara, M.P	The Area Finance Manager, WCL, Pench Area, P.O: CHANDAMETA-- 480447 Distt.:Chhindwara, M.P
9	Pathakhera	AGM / SO(MM) WCL, Pathakhera Area, P.O. Pathakhera Colliery, Dt. Betul (M.P.)	The Depot Officer, Regional Stores, WCL, Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P)	The Area Finance Manager, WCL, Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul.(M.P)

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