

RC No: 11000530218990.

(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: 11000530218990

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

Dtd: 07.06.2018

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. Wcl-hq-pur-ra-sp-e017-2017-18, (Tender ID No. 2017_WCL_69028_1), opened on 14-06-2017 for conclusion of RC for supply of spares for EIMCO Elecon make SDLs/LHDs/UDMs for a period of 1(one) year in WCL.
- 2. Your offer no. NIL dtd. 02.06.2017, (Bid ID No. 202204) & subsequent correspondences
- 3. Anti profiteering disclosure dated 12.10.2017 submitted by you duly certified by your CA.
- 4. Your letter ref: EIM/WCL/RC/0109 dated 01.06.2018 extending the validity till 10.06.2018

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:-

SI No.	Part No,	Description	Basic price (Rs)	GST rate (%)	HSN code
1	613A000000332	Hydraulic Fan Motor	66888.00	18%	8412
2	625A000001133	Hydraulic Hand Pump	.3182.00	18%	8431
3	811B050000101	Hyd Pump	157688.00	28%	8413
4	912B050000121	Hyd Motor	65155.00	18%	8412
5	813B000002546	Hydraulic Motor	142488.00	18%	8412
6	625B050000156	Traction motor	322000.00	18%	8412
7	625B050000157	Hyd Pump	150400.00	28%	8413
8	611B050000067 /611B070000573	Kit for 6.11b05-301 Including traction motor(both control) Ref: Annexure I enclosed	407650.00	18%	8501
9	611B050000068	Kit for 611b05-301	407650.00	18%	8501

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	/611B070000574	Including traction motor(both control) Ref: Annexure I enclosed	\$	9	
10	611B050000076	Hyd Motor	63822.00	18%	8412
11	611B050000080	Hyd Pump	225955.00	28%	8413
12	625B050000146	Hyd Pump	154917.00	28%	8413
13	611B050000077	Hyd Pump	236800.00	28%	8 413
14	611B050000106	Traction Valve	21150.00	18%	8 481
15	611B050000107	Pilot Valve	43066.00	18%	8 481
16	625B050000064	Relief Valve	10299.56	18%	8481
17	811B050000134	Steering Valve	17450.00	18%	8481
18	811B050000165	Service Valve	91184.00	18%	8481
19	EEA0004511	Relief Valve	11213.33	18%	8481
20-	EEA0009580	Relief Valve	11560.00	.18%	8481
21	EEA0009581	Check Valve	5977.00	18%	8481
22	912B050000127	Sequence Valve	16933.00	18%	8481
23	625A000003070	Priority Valve	30488.00	18%	8481
24	250C050000011	Cable Reel Valve	52584.00	18%	8481
25	611A050000004	Pressure reducing valve	10800.00	18%	8479
26	611A050000024	Shuttle Valve	6000.00	18%	8487
27	77005032	Control Valve (Boom)	76755.00	18%	8481
28	77007148	Control Valve	29200.00	18%	8481
29	77728871	Check Valve	1350.00	18%	8481
30	811A050000158	3 Way Dcv	. 4577.00°	18%	8481
31 ·	78320719	Rpp Regulator	29100.00	18%	8479
32	912A050000225	Pilot Operated DCV	7835.00	18%	8481
33	77729800	Check Valve (Pilot Operated)	4840.00	18%	8481
34	78320720	Flow Regulator valve	12700.00	18%	8481
35	88366329	Overcenter Valve	12700.00	18%	8481
36	611B050000082	Duble Selactor Valve	16600.00	18%	8481
37	611B050000119	Pilot Valve	21093.00	18%	8481
38	EEA0019876	Cartridge	5866.00	18%	8481
39	EEA0004521	Relief Cartridge	10250.00	18%	8481
40	EEA0008997	Relief Cartridge .	9265.00	18%	8481
41	EEA0018873	Cartridge	5500.00	18%	8481
42	EEA0019413	· Over Center Cartridge	7480.00	18%	8481
43	77722550	Cartridge	5875.00	18%	8481
44	EED0001170	Oil Cooler	70746.00	28%	8419
45	811C050000102	Twin Cooler			8419
46	EEA0009375	Control lens	43800.00	18%	8431
47	EEA0009566	Piston with piston ring	11020.00	28%	8483
48	EEA0005016	Ring	912.00	18%	8482

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49	EEA0009374	Cylinder	72000.00	18%	8431
50	611B050000184 ·	Roll Back Cylinder	53277.00	18%	8431
51	611B050000185	Lift Cylinder	79152.00	18%	8431
52	625B050000159	Push Ram cylinder	20515.00	18%	8431
53	625B050000160	Roll Back Cylinder	41426.00	18%	8412
54	625B050000161	Lift Cylinder	81653.00	18%	8431
55	811B050000197	ROLL BACK CYLINDER	71465.00	18%	8431
56	811B050000200	Roll Back Cylinder	95740.00	18%	8431
57	811B050000198	Lift Cylinder	56670.00	18%	8431
58	811B050000199	Push Plate Cylinder	36472.00	18%	8431
59	811B050000201	Steering Cylinder	30577.00	18%	8431
60	611B050000187	Drill Ext Cylinder	16800.00	18%	8431
61	611B050000188	Boom Extension Cylinder	37625.00	18%	8431
62	611B050000189	Tilt Cylinder	64000.00	18%	8431
63	611B050000190	Lift Cylinder	48500.00	18%	8431
64	611B050000191	Swing Cylinder	53750.00	18%	8431
65	811A050000192	Accumulator 1 ltr	35280.00	18%	8479
66	811A050000191	Accumulator 4 ltr	80360.00	18%	8479
67	250A00034/003	Bronz Carbon Brush	811.00	18%	8431
68	625B040000106	LIMIT SWITCH (C.W.)	22247.00	28%	8536
69	625B040000129	LIMIT SWITCH (C.C.W.)	23064.00	28%	8536
70	250M000000134	Slip Ring And Brush Holder Assy	49191.00	18%	8431
71	625C040000102	Thermostate	52045.00	18%	9025
72	811B040000126	LIMIT SWITCH(CW & CCW)	5280.00	28%	8536
73	625B040000275	FLP PUSH BUTTON STATION (EEEL)	13066.00	28%	9405
74	625B040000287	FLP HEAD LIGHT D/E (COMBINE- HALOGEN & LED),24V, EEEL	14666.00	28%	9405
75	625B040000288	FLP HEAD LIGHT S/E(COMBINE- HALOGEN & LED),24V, EEEL	13290.00	28%	9405
76	EEA0019292 / EEA0026326	HALOGEN REFLECTOR LAMP 24V 50W	1288.00	28%	8539
77	811B060000151	Drive Shaft	10592.00	18%	8431
78	1027C050000005	Track Roller Assy	18937.00	18%	8431
79	250B060000052	CHAIN WHEEL(1"PITCH)	1959.00	28%	8483
80	250C060000049	CHAIN WHEEL(1"PITCH)	27626.00	28%	8483
81	611C030000002	Drive Sprocket	30519.00	18%	8431
82	615M000000024	Flight Bar And Link Assy	41900.00	18%	8431
83	625B060000100	Track Shoe (S G)	2859.00	18%	7325
84	625B060000101	Track Shoe (T G)	3310.00	18%	7325

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85	811A060000121	Axle Bolt	592.85	18%	7318
86	811B000001990	Axle Bolt	388.00	18%	7318
87	811B060000047	PIN (ARM-BUCKET)	1655.00	18%	8431
. 88	811B060000048	PIN (ARM-LEVER)	1100.00	18%	8431
89	811B060000107	Pin	5250.00	18%	8431
90	811B060000113	Pin	3473.00	·18%	8431
91	811B060000114	PIN(R/B-LEVER)	2010.00	18%	8431
92	811M100000425	Flight Bar And Link Assy	50026.00	18%	8431
93	912A060000125	Axle Bolt	431.00	18%	7318
94	MBH150/170/140A	Bush Metric	4620.00	18%	8431
95	MBH40/50/25A	Bush Metric	365.00	18%	8431
96	MBH50/60/50A	Bush Metric	650.00	18%	8431
97	MBH50/60/50S	Bush Metric	605.00	18%	8431
98	MBH60/72/25A	Bush Metric	393.00	18%	8431
99	MBH60/72/50A	Bush Metric	665.00	18%	8431
100	811A060000128	Bolt Bolster	133.00	18%	7318
101	1027A060000016	Track End Washer/ spacer	182.70	18%	8431
102	625A050000128	Bush	575.40	18%	3917
103	625A060000108	Pin (Arm to Bucket)	2860.00	18%	8431
104	627B000000049	Guide Pin	1680.00	18%	8431
105	811B060000108	Pin	6615.00	18%	8431
106	811B060000111	PIN (LINK BKT-LINK LEVER)	1278.00	18%	8431
107	912A060000124	Axle Bolt	600.00	18%	7318
108	912A060000171	Axle Bolt	305.00	18%	7318
109	MBH100/116/70A	Bush Metric	2109.00	18%	8431
110	MBH125/145/100A	Bush Metric	2759.00	18%	8431
111	MBH40/50/50A	Bush Metric	490.00	18%	8431
112	EEA0017406	Kit comando	1150.00	18%	8481
113	EEA0017415	LEVAR	2290.00	18%	8481
114	250A050000035	Chain	8525.00	18%	7315
115	250B060000053	Chain Wheel 1"pitch	28800.00	28%	8483
116	250B060000054	Chain Wheel 1"pitch	1920.00	28%-	8483
117	611A020000259	Chain Tension Bracket	960.00	18%	8431
118	611A060000034	Drill Sprocket	5500.00	28%	8483
119	611A060000035.	Idler Sprocket	3100.00	28%	8483
120	611B050000140 / 611M100000237	WATER BOOSTER PUMP KIT	122500.00	28%	8413
121	611B050000200	Drive Sprocket	30519.00	18%	. 8431
122	625A000001439	Compression Spring	7640.00	18%	3720
123	630B000000097	IDLER COLLAR GUIDE PLATE	1856.00	18%	8487
124	MBH80/96/50A	BUSH (METRIC)	1150.00	18%	8431

164	EEA0015407	O ring	63.40	28%	4016
163	EEA0015441	O ring	586.00	28%	4016
162	EEA0015404	Seal	2280.00	28%	8487
161	EEA0010959	O ring	3911.00	28%	4016
160	EEA0010863	GASKET,MODU.VALVE TO CONV.HSG.	2986.00	28%	8484
159	EEA0010862	Gasket Control Valve	2822.00	28%	8484
158	EEA0010844	RING, OIL BAFFLE SEAL	3919.00	28%	4016
157	EEA0010843	Oil Seal	1715.00	28%	4016
156	EEA0009001	Seal Kit Relief valve	1511.11	28%	4016
155	EEA0005962	O ring	594.60	28%	4016
154	EEA0005875	PUMP ASSY CONV.HSG.GASKET	1706.00	28%	8484
153	EEA0015479	O ring	408.75	28%	4016
152	EEA0015477	O ring	136.00	28%	40:16
151	EEA0015473	O ring	287.00	28%	4016
150	EEA0015472	Back Up Ring	246.00	18%	7326
149	EEA0015450	O'Ring	94.20	28%	4016
148	EEA0015447	O ring	80.00	28%	4016
147	EEA0015443	Seal	12533.00	28%	8484
146	EEA0015427	O' Ring	62.00	28%	4016
145	EEA0015417	Seal	1436.00	28%	4016
144	EEA0015378	O'Ring	8550.00	28%	4016
143	EEA0015034	Seal Kit For Transmission	69439.00	28%	4016
142	EEA0010906	SEAL, OUTPUT SHAFT	1671.00	28%	4016
141	EEA0009585	Seal Kit for check valve	1488.89	28%	4016
140	EEA0009584	Seal kit for unloading valve	1800.00	28%	4016
139	EEA0009368	Seal Kit	58310.00	28%	8484
138	EEA0009364	Shaft seal Ring	2844.00	28%	8484
137	EEA0006411	Rubber Element	7793:00	28%	40 16
136	EEA0005646	Shaft Seal	2888.00	28%	40 16
135	EEA0004990	Seal Kit	12600.00	18%	40 16
134	EEA0004981	Sealing Brake Kit	9790.00	28%	40 16
133	EEA0004975	Life Time Gasket	30967.00	28%	40 16
132	627A00023/003	Seal	5135.00	28%	40 16
131	EEA0018438	Filter Element	3133.00	18%	8421
130	EEA0005879	Filter Assy	9975.00	18%	73 18
129	EEA0003479	Filter Element	19950.00	18%	8421
128	EEA0001160	Filter Element	2963.00	18%	8421
127	412A000000228	CABLE,ST.VALVE	862.22	18%	8431
126	811B050000123	Throttle Cable Assy	2944.00	18%	84 31

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165	EEA0015413	O ring	236.00	28%	4016
166	EEA0013654	O Ring	602.00	28%	4016
167	EEA0013655	O Ring	755.00	28%	4016
168	EEA0013656	O Ring	538.00	28%.	4016
169	EEA0017463	Seal kit	2355.56	18%	8481
170	EEA0000618	Seal group roller	1176.00	28%	84.83
171	EEA0019631	Seal Kit .	7100.00	28%	3926
172	EEA0019637	Seal Kit	11800.00	28%	3926
173	EEA0019654	Seal Kit	3344.00	28%	3926
174	EEA0019204	Seal Kit	7700.00	18%	8412
175	EEA0019616	Seal Kit	12750.00	28%	3926
176	EEA0019156	Seal Kit	6600.00	28%	3926
177	EEA0019650	Seal Kit	7660.00	28%	3926
178	EEA0019172	Seal Kit	7325.00	28%	3926
179	EEA0019190	Seal Kit	8375.00	28%	3926
180	EEA0019186	Seal Kit	6880.00	28%	3926
181	EEA0021002	Seal Kit	7200.00	18%	8431
182	EEA0021020	Seal Kit	13525.00	18%	8431
183	EEA0020815	Seal Kit	2600.00	18%	8431
184	EEA0020840	. Seal Kit	6835.00	18%	8431
185	EEA0020841	Seal Kit	9400.00	18%	8431
186	EEA0020966	Seal Kit	7125.00	18%	8431
187	EEA0020991	Seal Kit	9030.00	18%	8431
188	EEA0020978	Seal Kit	6390.00	18%	8431
189	EEA0020988	Seal Kit	6350.00	18%	8431
190	EEA0020994	Seal Kit	7390.00	18%	8431
191	EEA0019109	Seal Kit Accu. 4 LTR	7200.00	18%	8479
192	EEA0019110	Seal Kit Accu. 1 LTR	3675.00	18%	8479
193	12WL4189653A	O ring	1500.00	28%	4016
194	12WL4189654A	Back up Ring	1375.00	28%	4016
195	EEA0020087	Seal Kit	5950.00	28%	3926
196	EEA0021697	O ring	620.00	28%	4016
197	EEA0021738	Back up Ring	1125.00	28%	4016
198	EEA0021751	O ring	110.00	28%	4016
199	EEA0018738	SEAL KIT (*) MARKED ITEMS	4610.00	28%	3926
200	EEA0018756	SEAL KIT (*) MARKED ITEMS	4385.00	28%	3926
201	EEA0018774	SEAL KIT (*) MARKED ITEMS	6960.00	28%	3926
202	EEA0018792	SEAL KIT (*) MARKED ITEMS	6750.00	28%	3926
203	EEA0018796	SEAL KIT (*) MARKED ITEMS	7525.00	28%	3926
204	EEA0018799	SEAL KIT (*) MARKED ITEMS	10500.00	28%	3926
205	EEA0019414	SEAL KIT	1155.00	28%	4016



206	EEA0021826	SEAL KIT FOR (*) MARKED ITEMS	2770.00	18%	8431
207	EEA0021827	SEAL KIT FOR (*) MARKED ITEMS	5190.00	18%	8431
208	EEA0021828	SEAL KIT FOR (*) MARKED ITEMS	6350.00	18%	8431
209	EEA0021829	SEAL KIT FOR (*) MARKED ITEMS	6660.00	18%	8431
210	EEA0021830	SEAL KIT FOR (*) MARKED ITEMS	6615.00	18%	8431
211	811B050000128	Drive Line Middle	46000.00	18%	8431
212	· 811B050000129	Drive Line Front	45826.00	18%	8431
213	811B050000130	Drive Line (Rear)	33925.00	18%	8431
214	811M100000417	Spider Assy	7733.33	28%	8486
215	EEA0005787	Clutch Inner Disc	2808.50	18%	8431
216	EEA0005788	Clutch Outer Disc	1844.25	18%	8431
217	EEA0005790	Outer Clutch Piston Ring	1640.00	18%	7326
218	EEA0005791	Inner Clutch Piston Seal	2275.00	28%	4016
219	EEA0005829	Clutch Inner Disc	2355.00	18%	8431
220	EEA0008224	Piston Ring	1353.00	18%	7326
221	EEA0008227	Piston Ring	1015.00	18%	7326
222	EEA0011861	Flange	46066.00	18%	8431
223	EEA0015419	Wheel Stud	1155.00	18%	7318
224	EEA0015421	Wheel Nut	768.00	18%	7318
225	EEA0015425	Friction Washer	715.00	18%	7318
226	611A050000013	Track Drive Gear Box	215253.00	28%	8483
227	811C050000116	TRANSMISSION (20000 SERIES)	1168888.00	28%	8483
228	811D050000126	Front Axle	1382900.00	18%	8431
229	811D050000127	Rear Axle	1376390.00	18%	8431
230	EEA0005759	BORE PLUG RETAINING RING	391.50	18%	7.326
231	EEA0005783	Piston Return Spring	12085.00	18%	7318
232	EEA0008081	Piston Ring	536.00	18%	7326
233	EEA0010841	Ball Bearing	3444.00	18%	8482
234	EEA0010855	Control Valve Assy	295466.00	18%	8481
235	EEA0010866	SPOOL, INCHING VALVE	80400:00	18%	8431
236	EEA0010872	Kit Drive Plate	29911.00	18%	8431
237	EEA0010880	Piston Clutch Assy	9711.00	18%	8431
238	EEA0010915	Piston Ring	2662.00	18%	7326
239	EEA0010924	Pump Charging	223200.00	18%	8431
240	EEA0010925	Torque Converter Assy	455400.00	18%	8431
241	EEA0015397	Bevel Gear Set	281780.00	28%	8708
242	EEA0015403	T R Bearing	21000.00	18%	8482

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243	EEA0015406	Flange	101911.00	18%	8431
244	EEA0015412	T R Bearing	35004.00	18%	8482
245	EEA0015420	Wheel Hub	115777.00	18%	8431
246	EEA0015422	Hex Bolt	394.50	18%	7318
247	EEA0015423	Half Shaft	110400.00	.18%	8431
248	EEA0015428	Planet Gear Carrier	104900.00	18%	8431
249	EEA0015433	Needle Bearing	8157.00	18%	8482
250	EEA0015434	Planet Gear	20978.00	18%	8431
251	EEA0015437	Reduction Bushing	588.00	18%	8431
252	EEA0015438	Ring Gear Support	53640.00	28%	8438
253	EEA0015440	Ring Gear	56450.00	18%	8431
254	EEA0015464	Brake Disc	10968.00	18%	8431
255	EEA0015470	Brake Disc	2871.00	18%	8431
256	EEA0015492	Nut	4976.00	18%	7318
257	EEA0015495	Bevel Gear Set	263555.00	28%	8708
258	EEA0013639	1 st red. Assy.	27333.00	28%	8483
259	EEA0013641	2 nd red. Assy	49950.00	28%	8483
260	EEA0013638	Sun Gear	14700.00	28%	8483
261	EEA0013642	Sun Gear	16750.00	28%	8483
262	EEA0013643	2nd RED.ASSY.	71111.00	28%	8483
263	EEA0013658	Spring	133.00	18%	7320
264	EEA0013651	Sintered Disc	1115.00	28%	8483
265	EEA0013652	Steel Ring	. 523.00	28%	4016
266	EEA0015442	T R Bearing	43700.00	18%	8482
267	EEA0015439	Snap ring	1848.00	18%	7318
268	EEA0015480	Spring	426.67	18%	7318
269	EEA0015465	Ring	23650.00	18%	7326
270	EEA0010923	Turbine shaft assy	118250.00	18%	8431
271	EEA0005786	Clutch disc backing plate	12936.00	18%	8431
272	EEA0005785	Backing plate snap ring	4200.00	18%	8482
273	EEA0010865	Disc Spring assy	20600.00	18%	7320
274	EEA0011871	Nut • ·	1872.00	18%	7318
27.5	EEA0006016	Modulator valve	193900.00	18%	8431
276	EEA0018039	Transmission repair kit	343500.00	18%	8431
277	811B050000136	Drive Line Front	52460.00	18%	8431
278	811C050000202	Front Axle	1520000.00	18%	8431
279	811C050000203	Rear Axle	1512000.00	18%	8431
280	EEA0021702	BOLT	60.00	18%	7318
281	EEA0021705	Bevel Gear Set	357500.00	28%	8708
282	EEA0021717	Half Shaft	205000.00	18%	8431
283	EEA0021720	Snap ring	385.00	18%	7326



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284	EEA0021721	Planet Gear	22575.00	18%	84 31
285	EEA0021722	Bearing	16125.00	18%	84 82
286	EEA0021728	Ring Gear Support	79200.00	18%	84 31
287	EEA0021729	Ring Gear	60700.00	18%	84 31
288	EEA0021744	Intermediate brake disc	11825.00	18%	84 31
289	EEA0021745	Brake Disc	18275.00	18%	84.31
290	EEA0021748	Spring	1150.00	18%	7320
291	EEA0021749	Intermediate brake disc	38700.00	18%	8431
292	611B050000195	Track Drive Gear Box	215253.00	28%	8483

TERMS AND CONDITIONS:

- 1. <u>RATE CONTRACT:</u>- 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.
- 2. <u>VALIDITY PERIOD</u>; This Rate Contract shall be valid for a period of ONE year from the date of issue of this rate contact i.e. from 07.06.2018 to 06.06.2019 (Both days inclusive).
- 3. <u>RC OFF-TAKE</u>:- The maximum off-take in terms of value against this Rate Contract for a period of one year is Rs. 1786.61 Lakhs (Rupees Seventeen crore eighty six lakhs sixty one thousand only). The areawise approximate offtake shall be as indicated under:

SN	Area	Off-take amount (in Lakhs Rs.)
1	Patherkheda	727.86
2	Pench	197.05
. 3	Kanhan	227.89
4	Nagpur	352.46
5	Umrer	16.27
7	Wani North	100.65
8	Chandrapur	100.95
9	Ballarpur	63.48
	Total	1786.61

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. 1786.61 Lakhs, 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. <u>PRICES</u>: 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, Frieght & Insurance Charges. The prices shall remain firm throughout contractual delivery period. Safe arrival of consignment at destination stores shall be your responsibility.

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- 5. <u>GST</u> GST shall be paid extra as applicable at the time of supply within the stipulated de livery 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 sup ply to enable WCL to avail input tax credit. In the instance Input tax credit is not made available to WCL the same shall be deducted from your bills.
- 6. <u>DELIVERY</u>: 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 Aay of the order date. Early delivery shall be acceptable.
- 7. <u>TERMS OF PAYMENT:</u> 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:

Description	Details
Name of Bank and Place	State Bank of India, special commercial branch, Jay Laxmi Plaza, Ganesh Crossing, An and – 388001, Gujarat
Type of Account	Cash Credit
A/C No.	10201747608
IFSC Code	SBIN 0004084
	Name of Bank and Place Type of Account A/C No.

- 8. <u>DIRECT DEMANDING OFFICERS (DDO)</u>:- <u>Staff Offi</u>cer (MM), Western Coal fields Limited; Pathakhera/Pench/Kanhan in Madhya Pradesh State & Nagpur/Umrer/Wani North/Chandrapur/Ballarpur in Maharashtra State.
- 9. <u>Consignee</u>- The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera/Pench/ Kanhan in Madhya Pradesh State & Nagpur/Umrer/WaniNorth/Chandrapur/Ballarpur in Maharashtra State.

 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/ Wani North/ Chandrapur/Ballarpur in Maharashtra State.

 DDO/Consignee details shall be as per enclosed Annexure-A
- 11. <u>SECURITY DEPOSIT</u>: 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.1,78,66,100.00 /- (Rupees One crore seventy eight lakhs sixty six thousand one 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	Custormer ID: 556096497
beneficiary	Bankn A/c no: 005905018053
	r .
	[CICI Bank Ltd,
	Vishnu Vaibhav, 222, Palm Road,
- · · · · · · · · · · · · · · · · · · ·	Civil Lines,
	Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale
P. C. State of the Control of the Co	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

- Any extension / amendments to the BG shall be done following the same procedure as above.
- 12. <u>INSPECTION</u>: 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. <u>LIQUIDATED DAMAGES / RISK PURCHASE</u>: 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:

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

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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.

<u>FITMENT Guarantee Certificate:</u> 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. <u>STOCK</u>: 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 contact.
- 18. <u>LOWEST PRICE CERTIFICATE</u>:- 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. <u>CONDITIONS AS TO QUALITY</u>; 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. <u>SHORT CLOSURE OF RATE CONTRACT</u>; Western Coalfields Limited reserve the right to short close the rate contract at any time.
- 21. <u>PARALLEL RATE CONTRACT</u>: 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.

Your faithfully,

(P. Kuldeep)

Deputy. Manager (MM)

(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/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/PEN/PKD/KH N Areas
- 4. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
- IEM: Sh.Virendra Kumar Shrivastav, S-1 Sunrise Society, 4th Cross, 40 feet Road, MR Garden, Gedalahalli, Sanjay Nagar, Bangalore - 560094

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Chief Manager (MM)

Encl.:

- i) List of DDO's/Consignee/Paying Authority- Annexure "A"
- ii) Annexure I (3 pages)

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. 1786.61 Lakhs (Rupees Seventeen crore eighty six lakhs sixty one 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)

Deputy. Manager (MM)

Annex ure-A

List of consignee & Paying Authority

SL NO.	NAME OF THE AREA		POSTAL ADDRESS OF THE CONSIGNEE	POSTAL ADDRESS OF THE PAYING AUTHORITY
I	Мадриг	- 440014. Dt. Nagpur (M.S.)	Stores, WCL, PO: SILEWARA COLLIERY Dist. Nagpur (M.S.)Pin:441 109	The Area Finan⊂e Manager, WCL, PO: JAR IPATKA NAGPUR (M.S.)Pin:440 014
2	Umrer	Nagpur (M.S.)	Stores, WCL, P.O.:-Umrer Project Dist. Nagpur (M.S.)Pin:-441204	The Area Finance Manager, WCL, P.O.:-Um rer Project Dist. Nagpur (M.S.)Pin:-441204
3	Wani North	AGM / SO(MM), WCL, Wani(N) Area, P.O. Ukni – 445304 Tehsil- Wani, Dt. Yeotmal (M.S.)	Stores, WCL, Wani North Area,	The Area Finance Manager. (WCL, Wani North Area, PO: UKNI, Tahsil: WANI Dist: Yavatma I (MS)Pin: 445 304
4	Chandrapur	Babupeth, Dt. Chandrapur, (M.S.)	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
5	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
6	Kanhan	AGM / SO(MM) WCL, Kanhan Area, P.O. Dungaria, Rly. Station Junnardeo, Dt. Chhindwara (M.P.)	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)
7	Pench	480441 Dt. Chhindwara (M.P.)	Stores, WCL, Pench Area, P.O: Chandameta-480447, Distt.:- Chhindwara, M.P	The Area Finance Manager
8	Pathakhera		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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