

(UNDER JURISDICTION OF SINGRAULI COURT ONLY)

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो० ओ० सिंगरौली कोलियरी
जिला सिंगरौली , म०प्र० ४८६८८९
Corporate Identification
No.U10102MP1985GOI003160
Tel: 07805 – 266481, Fax: 07805 – 266388
Website: www.ncl.nic.in



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Distt- Singrauli, MP- 486 889
Materials Management Wing
Corporate Identification
No.U10102MP1985GOI003160
Tel: 07805 – 266481, Fax: 07805 – 266388
Website: www.ncl.nic.in

RATE CONTRACT

Ref. No. 63616990 /415A1077

Date: 24th Aug' 2016

To
M/s Waidhan Engineering & Industries Pvt. Limited,
Plot No. 54 &56
Udyog Deep Industrial Estate
P.O. – Waidhan
Distt – Singrauli – 486 886

BY SPEED/REGISTERED POST

V. Code: W0003

FAX No.: 07805 233255

Sub: Rate Contract for through cut repair of OTR Tyres.

Ref: i) Our E-Tender No. NCL/SGR/MMD/Sec. I/15-16/Cut Repair/415A1077/90 dated 01.10.2015, Techno-commercial Bid opened on 07.11.2015 & Price Bid opened on 04.04.2016, for conclusion of Rate Contracts for through cut repair of OTR Tyres.

- ii) Your Offer No. – WEI:2015-16:219 dated 03.11.2015
- iii) Your letter no.- WEI:2016-17:28 dated 20.06.2016
- iii) Your Letter No. – WEI:2016-17:36 dated 30.06.2016
- iv) Your email dated 23.08.2016

Dear Sirs,

With reference to the above, we are pleased to enter into a Rate Contract with you for through cut repair of OTR Tyres of various Projects of Northern Coalfields Limited situated in the state of Madhya Pradesh and Uttar Pradesh as per details and price (slabwise) given in Annexure I and in accordance with the terms & conditions detailed hereunder:

01. BASIS OF PRICE:- The prices (as mentioned in Annexure-I) are inclusive of Packing & Forwarding charges, on FOR Destination basis and shall remain firm till execution of Work Orders placed against the Rate contract.

02. TO AND FRO FREIGHT: Nil, to be borne by you.

03. To and Fro TRANSIT RISK INSURANCE: To be borne by you at your risk and cost and safe arrival of material at the consignee's end will be your responsibility.

04. EXCISE DUTY: Not Applicable, however if applicable in future same shall be borne by you.

05. SALES TAX:-

(i) **For MP Fields:** VAT to be paid extra at actuals as applicable at the time of supply, which is presently applicable @ 5% on 60% of Basic Rate (applicable for MP Project).

(ii) **For UP Fields:** Concessional CST shall be payable extra at actuals as applicable at the time of supply which is presently applicable @ 2% on 60% of Basic Rate against form "C". For availing concessional rate of Sales Tax, requisite Sales Tax declaration form will be furnished by the Consignee.

(iii) You shall have to submit Vatable Invoice, accordingly for availing input VAT credit by NCL

06. SERVICE TAX: Shall be payable extra at actuals as applicable at the time of supply which is presently applicable @ 15.00 % on 40% of Basic Rate. You have to submit Service Tax Invoice in prescribed format as per 4(A) of Service Tax Rule 1994 for availing input Tax credit by NCL

Note:- However, if there be any statutory increase in the rate of Taxes & Duties during the extended Delivery period, NCL shall not pay the increase in the Taxes & Duties and shall be borne by you. In case there is any decrease, the same shall be passed on to NCL.

07. SECURITY DEPOSIT:- You are advised to deposit Security Money for Rs. 19,29,973.00 in the form of Bank Draft drawn in favour of Northern Coalfields Limited payable at SBI, Morwa Branch (Code: 3767), Singrauli (MP) or at any Scheduled Bank/Nationalised Bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank/ Nationalized Bank in the prescribed format (Annexure-J) of NIT within 15 days from the date of issue of Rate Contract.

The Bank Guarantee shall remain valid for 27 months from the date of issue of this Rate Contract. The Security Deposit will be released after successful execution of Rate Contract.

08. DURATION OF CONTRACT:- The Rate Contract will remain valid for a period of two years from the date of its issue .

09. PRICE CERTIFICATE:- You are required to submit following certificate along with your bill(s) :

"The prices charged by us under this bill is the lowest price and is the same as applicable to other Govt. Depts./ other PSUs including CIL & its Subsidiaries /other Organizations and are not higher than the rates quoted/charged by us for through cut repair of the same item(s) to other customers."

10. RATE CONTRACT:- The quantity for through cut repair of OTR Tyres during the currency of the Rate Contract is not fixed and the same will be drawn by the DDO's based on their actual requirement from time to time "on as and when" required basis.

11. PACKING:-Packing of all the materials shall conform to the requirements of the carrier.

Proper care should be taken during transportation as per standard trade practices to withstand rigors of transport to prevent any loss/damage/pilferage of the contents in transit.

12. DIRECT DEMANDING OFFICERS & PAYING AUTHORITY:- This Rate Contract will be operated by the Direct Demanding Officers and payment to be made by the Paying Authority of the concerned consignee/DDO, as per the details given in Annexure-II.**13. IDENTIFICATION OF TYRES FOR REPAIRS**: It will be your responsibility to inspect and identify the tyres fit for cut repairs. A list of such tyres identified by you will be submitted to the Staff Officer(Excvt)/Direct Demanding Officer of the project concerned, clearly indicating the tyre details such as Tyre Sl. No. make, Class, size, reading/Hour worked at the time of removal, location and type of cut (up to carcass or through) and visual size of cut. All minor repairs except through cut should be done free of cost. For repair of Bias Ply Tyres, side wall reinforcement material should meet the profile of Tyre.**14. CERTIFICATION OF SIZE OF CUT**: Final Inspection and certification of size of cut will be decided by a Committee consisting of Depot Officer, AFM and Staff Officer(Excvt) or their representative of the project. The committee will have option to visit your Repair site for Joint Inspection of the cut length. Measurement of cut shall be made to the dressed area of injury/cut in either latitudinal or longitudinal formation of the injury/cut at the top of ply exposed when viewed from the outside.**15. COLLECTION OF TYRES FOR THROUGH CUT REPAIR**: On receipt of work order from Direct Demanding Officer, it will be your responsibility to collect the Tyres for through cut repair.**16. DELIVERY PERIOD**:- The Tyres duly repaired shall be delivered within 15 days of the date of joint inspection for certifying the cut length or from the date of receipt of work order whichever is later. In case of large no. of tyres are received from different project at the same time, the delivery shall be @ 40 nos. per month. However in case of urgency of the requirement, the delivery period may be advanced to suit the requirement of the projects**17. MODE OF DISPATCH / TRANSPORTATION**:- The material will be delivered by Road Transport only. To and Fro transportation charges will be borne by you. Loading/Unloading at project sites will be arranged by NCL and at your site by you at your own cost.

Necessary Way Bill(s), if required, should be obtained from the respective Consignees situated in the State of UP.

18. GUARANTY:- The Repaired OTR Tyres shall be guaranteed for a minimum period of 1350 working hrs. In case of premature failure within the guaranteed working hours, a joint inspection will be carried out by you with the authorised representative of Staff Officer(Excvt) of the project concerned to assess the cause of failure. Pro-rata compensation per hour not worked will be refunded by you within 21 days of the joint

inspection of the prematurely failed tyres. NCL shall be entitled to deduct the amount from any of your pending bills/ security money etc.

19. FAILURE INSPECTION:- A joint inspection will be carried out by you in presence of Staff Officer(Excv) of the project concerned or his authorised representative for inspecting the tyres which have failed prematurely. The inspection shall be carried out by you within 07 days of receipt of intimation of premature failure of the tyres repaired.

20. PAYMENT TERMS:-100% payment shall be released within 21 days of receipt and acceptance of repaired tyres at site by the consignee or submission of bills complete in all respects along with copy of Delivery Challan for Tyres and copy of Joint Inspection Report certifying cut length duly signed by authorized representative of Staff Officer (Excv.) of concerned project and yours authorized representative, whichever is later. The payment shall be made by "Electronic Fund Transfer" (EFT) or e-payment. You are requested to indicate EFT No. and other relevant details in your bill(s). All payments (in Indian Rupees) will be made by the concerned Paying Authority of NCL.

21. BANKER'S NAME AND ACCOUNT NO:-

- a. Account Name: - Waidhan Engineering & Industries Pvt. Ltd.
- b. Banker's Name:- State Bank of India
- c. Branch:- Waidhan Branch
- d. Account Type: Cash Credit Account
- e. Account No:- 11237902260
- f. IFSC Code:- SBIN0003848

22. SUBMISSION OF BILLS:- 100% bill in triplicate duly pre-receipted on a revenue stamp, along with Guarantee Certificate & Price Certificate should be submitted to the Paying Authority. A copy of the bill should be submitted to the Consignee. You shall raise bill indicating Material Cost and corresponding Sales Tax / VAT amount thereon and cost towards Service Component and corresponding Service Tax thereon.

A. Following documents may be submitted to the Consignee:

- i) Consignment Note.
- ii) Delivery Challan in original.
- iii) One copy of the bill.
- iv) Warranty/Guarantee Certificate/Inspection Report wherever required.
- v) Price Fall Clause Certificate.
- vi) Joint Inspection report duly signed by authorized representative of Staff Officer (Excv.) of concerned project and yours authorized representative
- vii) Any other documents specified in the R/C.

B. Following documents should be submitted to the Paying Authority:

- i) 100% bill in triplicate duly pre-receipted and stamped.
- ii) Copy of the consignment Note Warranty/Guarantee Certificate/ Copy of the Inspection Note wherever required.
- iii) Lowest Price Certificate.
- iv) Price Fall Clause Certificate.
- v) Joint Inspection report duly signed by authorized representative of Staff Officer (Excv.) of concerned project and yours authorized representative
- vi) Any other documents specified in the R/C.

23. INDEMNITY BOND:- You are advised to indemnify NCL for the full approximated off-take value i.e Rs 1,92,99,725.50 for any loss or damage to Tyres in course of transit or while in your custody as per Annexure P of NIT.

24. DELAYED DELIVERY AND LIQUIDATED DAMAGES:-

In the event of failure to deliver the repaired tyres within the stipulated date/period in accordance with the specifications mentioned in the Rate Contract/ Work Order and in the event of breach of any of the terms and conditions mentioned in the Rate Contract/ Work Order, NCL shall have the right:-

a) To recover from you, as agreed liquidated damages a sum not less than 0.5% (half percent) of the price of any store which you have not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of Material Management Division of NCL.

b) To repair the tyres elsewhere after due notice to you on your account and risk, 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 Rate Contract/ Work Order or a portion thereof and if so desired to repair the Tyres at your risk and cost and also -

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To forfeit the Security Deposit full or in part.

f) Whenever, under this contract, a sum of money is recoverable from and payable by you, NCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any contract should this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

25. PRICE FALL CLAUSE:-

The price charged for the stores supplied against this Rate Contract shall in no event exceed the lowest price at which you repair or offer to repair the tyres of identical description to any other party during the said period.

If you at any time during the period of Rate Contract reduce the repair price or offer to repair tyres to any other organization at a price lower than the price chargeable under the contract, you shall forthwith notify such reduction of repair prices to NCL and the price payable under this contract for the repair after the date of coming in force of such reduction in repair price, shall stand correspondingly reduced.

26. STATEMENT OF THE ORDER RECEIVED AND MATERIAL SUPPLIED:-

It will be your responsibility to submit monthly report indicating number of Tyres received with date of receipt, numbers of Tyres repaired with date of delivery, number of premature failed Tyres (as reported by Projects of NCL), Joint Inspection Report, status of claim settlement/pending.

27. The Tyres for through cut repair will be given by the Depot Officer, Regional Stores of the Concerned Projects of NCL against specific Work Order.

28. **RISK PURCHASE**:- In the event of your failure to deliver the repaired Tyres within the stipulated date/period of the Rate Contract/ Work Order, or in the event of breach of any of the terms and conditions mentioned in the Rate Contract/Work Order, NCL has the right to repair the Tyres from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from your any pending bill in NCL and also in any other Subsidiary companies/Coal India Ltd.

29. **JURISDICTION OF COURT**:- Any dispute arising out of this Rate Contract will be subject to the Jurisdiction of Singrauli Court (M.P) only.

This Rate Contract is the sole repository of the Northern Coalfields Limited and shall also be governed by all the provisions of CIL Purchase Manual -2004 (with latest addendum/amendments) as well as the "General Terms and Conditions of Supply of Stores " issued along with our NIT as Annexure-F unless otherwise stipulated in this Rate Contract.

The Rate Contract is concluded with this acceptance. We enclose two copies of the Rate Contract, one of which should be returned to us within 15 days duly stamped and signed by you as a token of acceptance of this Rate Contract, or else it will be construed that you have accepted the Rate Contract.

This issues with the approval of competent authority.

Encl:- Annexure-I : Size of Tyres and Rates for Cut Repair.

Annexure-II : List of DDOs and Paying Authority.

Annexure – III- Project Wise Offtake Quantity

Annexure – IV: Integrity Pact.

**Yours faithfully,
(for and on behalf of NCL)**

(A. K. Giri)
Asst. Manager (X/MM)

(M. A. Siddiqui)
Chief Manager (MM)

Copy to:-

The Chief Vigilance Officer, NCL, Singrauli.

The Dir.(Tech.)/Oprn, NCL Singrauli

The General Manager (Finance.), NCL, Singrauli.

The General Manager (Excv.), NCL, Singrauli.

The General Manager (Stores), NCL, Singrauli.

The Progress Cell, NCL, Singrauli

The General Manager (MM), CCL/BCCL/ ECL/SECL/ WCL/ MCL/ NEC/ CMPDIL, Ranchi

Sri Sewa Ram, IAS (Retd.), 660, Sector – 26, Panchkula, Haryana – 134116.

Sri J.K. Khanna, IPS (Retd.), A-102, Sector - 55, Noida -201307.

The General Manager/Staff Officer (MM)/Staff Officer (Excv)/Area Finance Manager,
Nigahi/ Jayant/ Amlohri/Jhingurda/ Block B /Bina/Kakri/Khadia/Dudhichua/K' Shilla:-

Asst. Manager (X/MM)

Chief Manager (MM)

Annexure-I**NORTHERN COALFIELDS LIMITED
MM DEPT: SINGRAULI****Tyre wise and slab wise prices for cut repair**

- a) Tyre Size 18X25-32PR, 18X25-12PR, 20.50X25-24PR, 35/65X33-42PR, 45/65X45-58PR

Tyre Size	Basic Price for Cut upto 100mm (Rs.)	Basic Price for cut from 101mm to 125mm for each mm above 100mm (Rs.)	Basic Price for cut from 126mm to 150mm for each mm above 125mm (Rs.)	Basic Price for cut from greater than 150mm for each mm above 150mm(Rs.)
18X25-32PR (UP)	5812.45	78.55	104.73	261.82
18X25-32PR (MP)	5879.42	79.00	105.00	264.84
18X25-12PR (UP)	5236.42	78.55	104.73	261.82
18X25-12PR (MP)	5296.77	79.00	105.00	264.84
20.50X25-24PR (MP)	5879.42	79.00	105.00	264.84
35/65X33-42PR (for both UP & MP)	9445.00	125.00	150.00	400.00
45/65X45-58PR (for UP only)	18300.00	174.00	188.00	570.00

- b) Tyre size 29.50X29-28PR & 30X51-46PR

Tyre Size	Basic Price for Cut upto 100mm (Rs.)	Basic Price for cut from 101mm to 125mm for each mm above 100mm (Rs.)	Basic Price for cut from 126mm to 150mm for each mm above 125mm (Rs.)	Basic Price for cut from 151mm to 160mm for each mm above 150mm (Rs.)	Basic Price for cut from greater than 160mm for each mm above 160mm(Rs.)
29.50X29-28PR (for both UP & MP)	8800.00	120.00	125.00	150.00	175.00
30X51-46PR/ 30.00R51 (for both UP & MP)	15250.00	145.00	157.00	450.00	475.00

c) Tyre Size 24.00X49-48PR/24.00R49

<u>UP Project</u>		<u>MP Project</u>	
<u>Cut Length</u>	<u>Basic Price (Rs.)</u>	<u>Cut Length</u>	<u>Basic Price(Rs.)</u>
126mm	11720.00	115mm	10320.00
From 127mm to 150mm for each mm above 126mm	150.00	from 116mm to 125mm for each mm above 115mm	125.00
Greater than 150mm for each mm above 150mm	350.00	from 126mm to 150mm for each mm above 125mm	150.00
-----	-----	Greater than 150mm for each mm above 150mm	350.00

d) Tyre Size 29.50X25-28/32PR for MP Project only

Basic Price for cut of 156mm	Basic Price for cut from 157mm to 160mm for each mm above 156mm (Rs.)	Basic Price for cut from greater than 160mm for each mm above 160mm(Rs.)
15825.00	150.00	175.00

e) 33.25X29-38PR for MP Project only

Basic Price for cut upto 100mm (Rs.)	For cut from 101mm to 125mm for each mm above 100mm (Rs.)	For cut from 126mm to 150mm for each mm above 125mm (Rs.)	For cut from 151mm to 156mm for each mm above 150mm (Rs.)
9445.00	125.00	150.00	400.00

(A. K. Giri)
Asst. Manager (X/MM)

(M. A. Siddiqui)
Chief Manager (MM)

Annexure-II**NORTHERN COALFIELDS LIMITED****MM DEPT: SINGRAULI**

M/s Waidhan Engineering & Industries Private Limited, Waidhan

Sl. No	Name of the Consignee/ Direct Demanding Officer	Paying Authority
1	The Depot Officer, Regional Stores, Amlohri Project , Northern Coalfields Limited, P.O. : Amlohri Colliery, Distt. Singrauli (MP)-486887	Area Finance Manager, Amlhori Project, Northern Coalfields Limited, P.O. : Amlohri Colliery, Distt. Singrauli (MP)-486887
2	The Depot Officer, Regional Stores, Bina Project , Northern Coalfields Limited., P.O.: Bina Colliery, Distt. Sonebhadra (UP) -231220.	Area Finance Manager, Bina Project, Northern Coalfields Limited., P.O.: Bina Colliery, Distt. Sonebhadra (UP) - 231220.
3	The Depot Officer, Regional Stores, Jayant Project , Northern Coalfields Limited., P.O. : Jayant Colliery, Dist. : Singrauli (M.P.): 486 890.	Area Finance Manager, Jayant Project, Northern Coalfields Limited., P.O. : Jayant Colliery, Dist. : Singrauli (M.P.): 486 890.
4	The Depot Officer, Regional Stores, Khadia Project , Northern Coalfields Limited., PO : Khadia Colliery, Dist. : Sonebhadra (UP)- 231222.	Area Finance Manager, Khadia Project, Northern Coalfields Limited., PO : Khadia Colliery, Dist. : Sonebhadra (UP)- 231222.
5	The Depot Officer, Regional Stores, Nigahi Project , Northern Coalfields Limited, P.O.: Nigahi Project, Distt. Singrauli (M.P.)- 486 884	Area Finance Manager, Nigahi Project, Northern Coalfields Limited, P.O.: Nigahi Project, Distt. Singrauli (M.P.)- 486 884
6	The Depot Officer, Regional Stores, Dudhichua Project , Northern Coalfields Limited, P.O. Khadia Colliery, Dist. : Sonebhadra (UP)- 231222.	Area Finance Manager, Dudhichua Project , Northern Coalfields Limited, P.O. Khadia Colliery, Dist. : Sonebhadra (UP)- 231222.
7	The Depot Officer, Regional Stores, Jhingurda Project , Northern Coalfields Limited, P.O.: Jhingurda Colliery, Distt. Singrauli (M.P.)- 486 889	Area Finance Manager, Jhingurda Project , Northern Coalfields Limited, P.O.: Jhingurda Colliery, Distt. Singrauli (M.P.)- 486 889

8	The Depot Officer, Regional Stores, Krishnashilla Project , Northern Coalfields Limited, P.O.: BINA Colliery, Distt. Sonebhadra (U.P.)- 231 220	Area Finance Manager, Krishnashilla Project , Northern Coalfields Limited, P.O.: BINA Colliery, Distt. Sonebhadra (U.P.)- 231 220
9	The Depot Officer, Regional Stores, Block B Project , Northern Coalfields Limited., P.O. : Gorbi Colliery, Distt. Singrauli (MP)-486892	Area Finance Manager, Block B Project , Northern Coalfields Limited., P.O. : Gorbi Colliery, Distt. Singrauli (MP)-486892
10	The Depot Officer, Regional Stores, Kakri Project , Northern Coalfields Limited., P.O.: Bina Colliery, Distt. Sonebhadra (UP) -231220	Area Finance Manager, Kakri Project , Northern Coalfields Limited., P.O.: Bina Colliery, Distt. Sonebhadra (UP) - 231220

(A. K. Giri)
Asst. Manager (X/MM)

(M. A. Siddiqui)
Chief Manager (MM)

Annexure-III**NORTHERN COALFIELDS LIMITED
MM DEPT: SINGRAULI**

- a. Depot Officers are advised to placed the Work Order strictly keeping in view the cut size for Tyre Size **24.00X49-48PR/24.00R49, 29.50X25-28/32PR and 33.25X29-38PR**
- b. Depot Officers are advised to place Work Order against approved and Concurred proposal within the following offtake limit (in terms of quantity) during the validity period of Rate Contract.

Projects	Tyre Size									
	29.50 X29- 28PR	18X2 5- 32PR	18X2 5- 12PR	30X5 1- 46PR /30.0 0R51	24.00X49- 48PR/24.00 R49	29.50X25 -28/32P	20.50 X25- 24PR	33.25X2 9-38PR	35/ 65X 33- 42P R	45/65 X45- 58PR
AML	0	8	0	10	50	4	4	0	0	0
BINA	4	8	8	0	20	0	0	0	4	0
BLB	0	12	0	0	0	0	0	0	0	0
DCH	0	0	0	60	40	0	0	0	0	8
JNT	0	16	16	50	60	4	8	4	8	0
JRD	0	0	0	0	30	0	0	0	0	0
KAK	0	4	0	0	8	0	0	0	0	0
KSL	0	20	0	0	20	0	0	0	0	0
KHD	0	0	12	0	16	0	0	0	0	0
NGH	4	12	0	120	20	0	0	0	0	0

(A. K. Giri)
Asst. Manager (X/MM)

(M. A. Siddiqui)
Chief Manager (MM)

Projects	Tyre Size									
	29.50 X29- 28PR	18X2 5- 32PR	18X2 5- 12PR	30X5 1- 46PR /30.0 OR51	24.00X49- 48PR/24.00 R49 (for cut length greater than 125 mm for UP and for cut length greater than 114mm for MP)	29.50X25 - 28/32P(f or cut length greater than 156mm for)	20.50 X25- 24PR	33.25X2 9-38PR (for cut length upto 156mm)	35/ 65X 33- 42P R	45/65 X45- 58PR
AML	0	4	0	5	25	2	2	0	0	0
BINA	2	4	4	0	10	0	0	0	2	0
BLB	0	6	0	0	0	0	0	0	0	0
DCH	0	0	0	30	20	0	0	0	0	4
JNT	0	8	8	25	30	2	4	2	4	0
JRD	0	0	0	0	15	0	0	0	0	0
KAK	0	2	0	0	4	0	0	0	0	0
KSL	0	10	0	0	10	0	0	0	0	0
KHD	0	0	6	0	8	0	0	0	0	0
NGH	2	6	0	60	10	0	0	0	0	0