

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो० ओ० सिंगरौली कोलियरी
जिला सिंगरौली , म०प्र० 486889
फैक्स नं० 07805-266388 /266640



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Distt- Singrauli, MP- 486 889
(An ISO 14001,ISO 9001,OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



RATE CONTRACT

BY REGISTERED POST

Ref.No.:63626 986 /216A1076/Industrial Gases

Dated: 13 .02.2017

To

M/s International Industrial Gases Limited,
Waidhan Telegawa Road,
Waidhan- 486486
Dist. : Singrauli (M.P)
Fax No. 07805-233244.

VENDOR CODE: I 0130
Type of Vendor : Ancillary Unit

Sub : Rate Contract for supply of Industrial Gases.

Sub : This office E-Procurement Tender No. NCL/SGR/MMD/216A1076/62 dtd. 10.11.2016 opened on 17.12.2016 (Tender ID: 2016_NCL_53441_1) for conclusion of Rate Contract

Ref : Your offer submitted on e-procurement portal (Bid ID : 15440 submitted on 05.12.2016)
: Our letter No. NCL/SGR/MMD/216A1076/5382 dated 10.02.2017
: Your Counter Offer acceptance letter No. WDN/61/402 dtd. 10.02.2017

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for supply of Industrial Gases to various Projects of Northern Coalfields Limited, situated in the state of Madhya Pradesh and Uttar Pradesh as per prices indicated against each item and details given at Annexure-I, and in accordance with the terms and conditions detailed hereunder:-

- Rate Contract:** This is a Rate Contract whereby the prices are FIXED but the quantity to be procured during the currency of this Rate Contract is not fixed and the same will be procured by the Direct Demanding Officers based on their actual requirement from time to time.
- Duration of Rate Contract:** This Rate Contract will remain valid for a period of TWO YEARS from the date of issue. It will be binding on you for execution of orders placed by DDOs of various Projects of Northern Coalfields Limited, within the validity period of RC.
- Off-take :** Total off-take value against this RC valid for a period of two years should be restricted to Rs. 1,61,08,138.13 .You will not exceed any supply order over and above the restricted off-take value till a clearance is made from NCL HQ. Project-wise details of off-take are enclosed as Annexure-II.
- Basis of Price:** FOR destination and FIRM till completion of entire delivery against all orders placed by DDOs within the validity of RC.
- Excise duty:** Payable extra at actuals against documentary evidence. Present rate of Excise duty is 12.5%. You will submit Cenvatable Invoice against each supply for availing Cenvat Credit by NCL.
- Sales Tax:** VAT to be paid extra as applicable for the supplies made to projects situated in the state of Madhya Pradesh. Present Rate is 5%. CST to be paid extra as applicable for the supplies made to Projects situated in the state of Uttar Pradesh. Present rate is 2 % against concessional form .Form 'C' to be issued by Consignee/Paying authority of the respective projects.

7. **Transportation/Freight:** The transportation charges for delivery of filled cylinders to various depots of NCL and to collect empty cylinders from NCL depot/ Stores/Project situated in the state of MP as well as UP will be paid extra @ Rs. 65.00 per 100 Cu. M. for each item.

The above charges are for one round trip for delivery of filled cylinders and collection of empty cylinders irrespective of quantity of cylinders delivered or collected.

In case cylinders are collected by the consignees from firm's works at Waidhan, no transportation charges as mentioned above will be payable.

8. **Insurance:** Will be arranged by you.
9. **Delivery period :** As per the demand of DDOs. In case of buyer's cylinder, this should be filled within 24 hours of handing over the cylinder to the firm. In case of firm's cylinder, they shall keep sufficient stock of filled cylinder to be given to the consignees immediately as per their requirement.
10. **SECURITY DEPOSIT:** Exempted being Ancillary Unit of NCL for the items covered in the Rate Contract.
11. **Cylinder Rent:** In case the gas is supplied in supplier's (yours) returnable cylinder there shall be no rent for 14 days. Thereafter from 15th days onwards cylinders rent will be @ Rs.1.00 (Rs. One only) per cylinder per day.
12. **Cylinder Replacement Cost :** Cylinder replacement cost will be Rs. 3000/- per cylinder, in case the Cylinder supplied by you has been misplaced at consignee's end.
13. The spare parts price and service charge as and when required basis shall be as under:
- (A) **Service Charge:**
- i) Degreasing and cleaning charges per cylinder : Rs. 20.00.
 - ii) Testing charges per cylinder : Rs. 50.00.
- (B) **Spare Parts :**
- i) Cylinder valve : Rs. 175.00.
 - ii) Cylinder Cap : Rs. 35.00.
 - iii) Neck Ring : Rs. 15.00.
 - iv) Spindle : Rs. 20.00.
 - v) Gland Nut : Rs. 20.00.
 - vi) Safety Guard Plug : Rs. 20.00.
 - vii) Washer : Rs. 5.00.
 - viii) Drilling Out Broken Spindle : Rs. 15.00.
 - ix) Drilling Out Broken Valve : Rs. 15.00.
 - x) Foot Ring : Rs. 25.00

These charges will be paid by the Consignee's paying authority, wherever payable.

14. **Entry Tax :** Not applicable . However , road permit , if required for transportation of material to UP Projects shall be provided by the respective consignee .
15. **Loading and Unloading Charges:** Cylinder Loading and Unloading charges shall be paid extra @ Rs. 25.00 per 100 Cu. m. if the cylinders are loaded and unloaded by firm's labour. In case the cylinders are loaded and unloaded by NCL staff/ labour, no extra charge shall be payable on this account.
16. **Payment term:** 100% payment will be made by the concerned Paying Authority of the consignee (As per Annexure-II) within 21 days of receipt & acceptance of materials or submission of bills, complete in all respects, whichever is later. The Payment will be made through EFT (Electronic Fund Transfer).

17. Banker's Name : State Bank of India, Waidhan Branch, Account No.: 30655660469, IFSC code SBIN 0003848.

18. Submission of Bills:

A. Following documents to be submitted to the Consignee:

- i) Consignment Note.
- ii) Challan.
- iii) One copy of the Bill
- iv)Warranty/Guarantee Certificate .
- v) Batch /Manufacturers Test Certificate.
- vi) Any other documents specified in the Rate Contract/order.

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.
- iii) Price Certificate.
- iv) Excise documents as indicated in RC.
- v) Price Fall Clause Certificate.
- vi) Batch/Manufacturers Test Certificate.
- vii) Any other documents specified in the Rate Contract/order.

19. Direct Demanding Officer / Paying Authority: The Rate Contract will be operated by DDOs as per enclosed Annexure – III.

20. INSPECTION: (i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/ make or alterations necessary to meet the specifications free of cost to the purchaser. The materials will be inspected at final destination.
(ii)Final inspection will be carried at consignee's end.

21. Shortages & Damages: Any shortages or damages etc. reported by the consignee shall be replaced within 30 days of receipt of intimation.

For confirming of qty. of Oxygen. DA & Nitrogen gases to be supplied by RC holders , following procedure shall be applicable :

- (i) The Tare weight (KG) of the cylinder should be given by the supplier on the body of the cylinder.
- (ii) The gross weight(kg) of the same cylinder should be certified by the supplier after filling of the gas in the cylinder.

The difference of the above i.e. net weight(kg) of the gas should be certified by the supplier against supplied qty of the gas.

- (iii) The billing/payment of the gas should be made accordingly after due verification & inspection and certification of the same by the inspecting authority of respective Regional Stores of NCL.

22. Warranty/Guarantee: You are required to submit a certificate with each and every consignment to the effect that stores supplied are in accordance with the ordered specification and the same shall be free from faulty materials, design and workmanship. The tenderer will also guarantee that the materials will be replaced free of cost immediately in case it is found of sub standard quality.

23. Liquidated Damage Clause: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NCL should have the right:-

- a) To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has 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). Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials management Division of NCL.

- b) or to purchase 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 similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier 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 fully or partly.
- f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, 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 the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

24. Price certificate: You are required to submit following certificate alongwith your bill:

"That, the price charged by you against this order is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations. You should also certify that the quoted rates are not higher than rates quoted / prices charged by you for same/ similar items to other Customers".

25. Force Majeure Conditions: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

- (a) RC holder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- (b) For delay arising out of Force majeure, the RC holder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

26. Price Fall Clause: The supplier has to undertake that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

27. Jurisdiction of Court: Any dispute arising out of this Rate Contract will be subject to the jurisdiction of Singrauli District Court (MP) only.

28. Monthly statement of delivery: You are requested to submit a statement in duplicate by the 5th of every month to the undersigned showing the execution of supply details for the preceding month in the format given below:-

Sl.No	R/C No. & Date	SO No. & Date	Consignee's Name	Qty. ordered (Item-wise)	Qty. supplied (Item-wise)	Balance qty. to be supplied (Item-wise)

- 29. Placement of Order:** The consignee/DDOs as per Annexure-III will place order directly on you for supply of stores covered under this Rate Contract for necessary execution of the same by you. 40% of the requirement shall be drawn by the consignee against this Rate Contract & 60% requirement is to be drawn from the other Rate Contract holder i.e. M/s Rewa Gases Pvt. Ltd., Waidhan.
- 30. Parallel Rate Contract:** NCL reserves the right to conclude parallel RC with other suppliers during the currency of this Rate Contract, NCL does not guarantee for the quantity to be purchased during the currency of this agreement. NCL reserves the right to purchase any quantity outside the contract in case of urgent demand arising out at any time during the contractual period.
- 31. Special Instructions:-** The orders received from DDOs will be completed on TOP PRIORITY. The consignee shall send one copy of the purchase order to you by Regd. Post.
- 32. Risk Purchase:-** In the event of your failure to deliver or despatch the stores within the stipulated date / period of the Contract/ order , or in the event of breach of any of the terms and conditions mentioned in the Contract / order , NCL shall have the right to purchase the stores 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 bills against any other supplies pending in NCL and also in any other Subsidiary Companies / Coal India Limited.
- 33. Integrity Pact:-** The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed).

This Rate Contract is the sole repository of Northern Coalfields Limited and shall be covered by the terms and conditions above and GENERAL TERMS & CONDITIONS OF SUPPLIES issued alongwith our "Invitation to Tender and Instruction to the Tenderer".

The Rate Contract is concluded with the above terms & conditions. We enclose two copies of the 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 this Rate Contract.

This Rate Contract is concluded with this acceptance. Please acknowledge the receipt.

Encl:-Annexure-I , II, III & Integrity Pact.

Yours faithfully,

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Copy to:-

The Chief Vigilance Officer, NCL, Singrauli.
The Chief General Manager / General Manager, Jhingurda/Bina/Kakri/ Khadia/ Dudhichua/
Jayant/CWS Jayant/ Nigahi/Amlohri/ Block-B/K'shilla
The General Manager (Fin.)/(E&M)/Excav, NCL, Singrauli.
The General Manager (MM/Stores), NCL, Singrauli.
Area Finance Manager / Area Purchase Cell, Jhingurdah/ Bina/ Kakri / Khadia/Dudhichua/
Jayant/CWS Jayant/ Nigahi/Amlohri/Block B/K'shilla
Chief Manager (Excav.)/(E&M), Jhingurda/Bina/Kakri/Khadia/Dudhichua/Jayant/CWS Jayant/
Nigahi/Amlohri./Block-B/K'shilla
The Depot Officer, Regional Stores, Jhingurda/Bina/Kakri /Khadia/Dudhichua/ Jayant/ CWS Jayant/
Nigahi/Amlohri/ Central Stores, Jayant/Block-B/K'shilla
Progress Cell, Singrauli.
The General Manager, NCL,Kolkata..
The GM(MM), CIL/CCL/BCCL/ECL/MCL/SECL/WCL/NECL/CPMDIL.
The ES to Director(Tech/Oprn.), NCL, Singrauli.
This issues with the approval of CMD, NCL and concurrence of Finance.

ANNEXURE – I

Sl. No.	Description of items	Basic price for both UP & MP Projects in Buyer's & Seller's Cylinder (Rs. Per 100 Cu. M.)
01.	Compressed Nitrogen Gas Pure & Dry having Nitrogen – 99.9% Oxygen—0.1% Water Content—32 PPM Dew Point-- (-) 51 Deg. C. Material Code: 94085009013.	Rs. 4920.00
02.	Compressed Oxygen Gas for Industrial use (Welding & flame cutting use) confirming to IS: 309/1992 and subsequent revision and amendments. Material Code: 94085000016.	Rs.1640.00
03.	Compressed Dissolved Acetylene Gas for Industrial use (Welding & flame cutting use) confirming to IS: 308/1988 and subsequent revision and amendments. Material Code: 94085000028.	Rs.18428.34

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Depot Officers are advised to regulate drawl against the Rate Contract within Project wise Annual off-take limit for 02 years, which is as under:

Project	Off-take for 2 years (Rs.)
Amlohri	1741896.58
Nigahi	3146844.17
Jayant	2149488.58
Dudhichua	1545369.62
CWS	551418.84
Khadia	1462979.88
Bina	1462979.88
Kakri	554167.22
K'shilla	562674.34
Jhingurdah	1094339.16
Block B	225166.06
10% of the total off-take value shall remain under the administrative control of GM(Excv)/HOD to meet any eventuality.	1610813.80
Total	1,61,08,138.13

Note for DDOs :

- 1) The off-take mentioned is for the total currency period of Two Years of Rate Contract.
- 2) DDO are advised to restrict the procurement within the off-take limit specified for their project.
- 3) 40% of the requirement shall be drawn by the consignee against this Rate Contract & balance 60% requirement is to be drawn from the other Rate Contract holder i.e. M/s Rewa Gases Pvt. Ltd. Waidhan.
- 4) Supply orders to be placed against approved & financially concurred requirement and after obtaining necessary BC from the competent authority.

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Direct Demanding Officer/Paying Authority & Consignee/Destination Point:- As indicated below:-

Sl. No	Name of the Consignee/ Direct Demanding Officer	Paying Authority	Sales Tax No.
1	The Depot Officer, Northern Coalfields Limited., Regional Stores Block B, Jayant P.O. Gorbi Colliery, Dist. Singrauli (M.P) – 486 889	The Area Finance Manager NCL, Block B , P.O Gorbi Colliery Dist: Singrauli (M.P) – 486 890	CST/RWA/SDH/SRL/43(C) dt 15.11.97 MPST/RWA/SDH/159 dt 15.11.1979
2	The Depot Officer, Regional Stores, Jhingurda , NCL, PO Jhingurda Colliery, Dist: Singrauli: M.P – 486 889	The Area Finance Manager, NCL, PO Jhingurda Colliery, Dist. Singrauli: M.P – 486 889	CST/RWA/SDH/SRL/43(C) dt 15.11.97 MPST/RWA/SDH/159 dt 15.11.1979
3	The Depot Officer, Regional Stores, Bina , NCL, PO Bina Colliery, Dist: Sonebhadra: U.P – 231220	The Area Finance Manager, NCL PO Bina Colliery, Dist: Sonebhadra: U.P – 231220	CST:RG/5002157 dt 27.1.76: UPST :RG/0008683 Dt 1.4.85
4	The Depot Officer, Regional Stores, Jayant, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486 890	The Area Finance Manager, NCL, PO Jayant Colliery, Dist. Singrauli: M.P – 486 890	CST/Sidhi/24(C) dt 15.11.79 : MPST- Sidhi(SGR)176 dt 15.11.79
5	The Depot Officer, Regional Stores, Kakri , NCL, PO Bina Colliery, Dist: Sonebhadra U.P – 231220	The Area Finance Manager, NCL, PO Bina Colliery, Dist. Sonebhadra: U.P – 231220	CST:RG/5003919 : UPST :RG-0016174
6	The Depot Officer, Regional Stores, Khadia , NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222	The Area Finance Manager, NCL, PO Khadia Colliery, Dist. Sonebhadra U.P – 231222	CST:RG/50065/09 dt:23.04.86: UPST :RG/706 dt 1.1.80
7	The Depot Officer, Regional Stores, Dudhichua NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222	The Area Finance Manager, NCL, PO Dudhichua Colliery, Dist. Sonebhadra U.P – 231222	GR-0028572 (CST) 5006813
8	The Depot Officer, Regional Stores, Amlohri, NCL, PO Amlohri Colliery, Dist: Singrauli: M.P – 486887	The Area Finance Manager, NCL, PO Amlohri Colliery, Dist. Singrauli M.P – 486 887	CST/RWA/SDH/141 dt 22.11.86 : MPST RWA/SDH/SRL/604 dt 26.02.84
9	The Depot Officer, Regional Stores, CWS, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486890	The Area Finance Manager, CWS Jayant NCL, PO Jayant Colliery, Dist. Singrauli M.P – 486890	CST:/Sidhi/24 (C) dt 15.11.79: MPST SDH/SRL/176 dt 15.11.79
10	The Depot Officer, Regional Stores, Nigahi , NCL, PO Nigahi Colliery, Dist: Singrauli: M.P 486 889	The Area Finance Manager, NCL, Nigahi PO Nigahi Colliery, Dist. Singrauli M.P – 486 889	CST/RWA/SDH/SRL/161, MPST/RWA/SDH/SRL/638

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो 0 ओ 0 सिंगरौली कोलियरी
जिला सिंगरौली , म 0 प्र 0 486889
फैक्स नं 0 07805-266388 /266640



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Distt- Singrauli, MP- 486 889
(An ISO 14001, ISO 9001, OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



RATE CONTRACT

BY REGISTERED POST

Ref.No.:63626985 /216A1076/Industrial Gases

Dated: 13 .02.2017

To

M/s Rewa Gases Pvt. Limited,
Industrial Estate

VENDOR CODE: R0152

Post – Waidhan- 486486

Type of Vendor : Ancillary Unit

Dist. : Singrauli (M.P)

Fax No. 07805-233066.

Sub : Rate Contract for supply of Industrial Gases.

Sub : This office E-Procurement Tender No. NCL/SGR/MMD/216A1076/62 dtd. 10.11.2016 opened on 17.12.2016 (Tender ID: 2016_NCL_53441_1) for conclusion of Rate Contract

Ref : Your offer submitted on e-procurement portal (Bid ID : 154217 submitted on 03.12.2016)

: Your letter No. RGP/NCL/HQ/2016-17/314 dtd. 05.01.2017

Dear Sirs,

With reference to above, we are pleased to enter into a Rate Contract with you for supply of Industrial Gases to various Projects of Northern Coalfields Limited, situated in the state of Madhya Pradesh and Uttar Pradesh as per prices indicated against each item and details given at Annexure-I, and in accordance with the terms and conditions detailed hereunder:-

- 1. Rate Contract:** This is a Rate Contract whereby the prices are FIXED but the quantity to be procured during the currency of this Rate Contract is not fixed and the same will be procured by the Direct Demanding Officers based on their actual requirement from time to time.
- 2. Duration of Rate Contract:** This Rate Contract will remain valid for a period of TWO YEARS from the date of issue. It will be binding on you for execution of orders placed by DDOs of various Projects of Northern Coalfields Limited, within the validity period of RC.
- 3. Off-take :** Total off-take value against this RC valid for a period of two years should be restricted to Rs. 2,41,62,207.20. You will not exceed any supply order over and above the restricted off-take value till a clearance is made from NCL HQ. Project-wise details of off-take are enclosed as Annexure-II.
- 4. Basis of Price:** FOR destination and FIRM till completion of entire delivery against all orders placed by DDOs within the validity of RC.
- 5. Excise duty:** Payable extra at actuals against documentary evidence. Present rate of Excise duty is 12.5%. You will submit Cenvatable Invoice against each supply for availing Cenvat Credit by NCL.
- 6. Sales Tax:** VAT to be paid extra as applicable for the supplies made to projects situated in the state of Madhya Pradesh. Present Rate is 5%. CST to be paid extra as applicable for the supplies made to Projects situated in the state of Uttar Pradesh. Present rate is 2 % against concessional form .Form 'C' to be issued by Consignee/Paying authority of the respective projects.

7. **Transportation/Freight:** The transportation charges for delivery of filled cylinders to various depots of NCL and to collect empty cylinders from NCL depot/ Stores/Project situated in the state of MP as well as UP will be paid extra @ Rs. 65.00 per 100 Cu. M. for each item.

The above charges are for one round trip for delivery of filled cylinders and collection of empty cylinders irrespective of quantity of cylinders delivered or collected.

In case cylinders are collected by the consignees from firm's works at Waidhan, no transportation charges as mentioned above will be payable.

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9. **Delivery period :** As per the demand of DDOs. In case of buyer's cylinder, this should be filled within 24 hours of handing over the cylinder to the firm. In case of firm's cylinder, they shall keep sufficient stock of filled cylinder to be given to the consignees immediately as per their requirement.
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12. **Cylinder Replacement Cost :** Cylinder replacement cost will be Rs. 3000/- per cylinder, in case the Cylinder supplied by you has been misplaced at consignee's end.
13. The spare parts price and service charge as and when required basis shall be as under:
- (A) **Service Charge:**
- iii) Degreasing and cleaning charges per cylinder : Rs. 20.00.
 - iv) Testing charges per cylinder : Rs. 50.00.
- (B) **Spare Parts :**
- xi) Cylinder valve : Rs. 175.00.
 - xii) Cylinder Cap : Rs. 35.00.
 - xiii) Neck Ring : Rs. 15.00.
 - xiv) Spindle : Rs. 20.00.
 - xv) Gland Nut : Rs. 20.00.
 - xvi) Safety Guard Plug : Rs. 20.00.
 - xvii) Washer : Rs. 5.00.
 - xviii) Drilling Out Broken Spindle : Rs. 15.00.
 - xix) Drilling Out Broken Valve : Rs. 15.00.
 - xx) Foot Ring : Rs. 25.00

These charges will be paid by the Consignee's paying authority, wherever payable.

14. **Entry Tax :** Not applicable . However , road permit , if required for transportation of material to UP Projects shall be provided by the respective consignee .
15. **Loading and Unloading Charges:** Cylinder Loading and Unloading charges shall be paid extra @ Rs. 25.00 per 100 Cu. m. if the cylinders are loaded and unloaded by firm's labour. In case the cylinders are loaded and unloaded by NCL staff/ labour, no extra charge shall be payable on this account.
16. **Payment term:** 100% payment will be made by the concerned Paying Authority of the consignee (As per Annexure-II) within 21 days of receipt & acceptance of materials or submission of bills, complete in all respects, whichever is later. The Payment will be made through EFT (Electronic Fund Transfer).

17. Banker's Name : State Bank of India, Waidhan Branch, Cash Credit Account No.:
11237902282, IFSC Code: SBIN 0003848.

18. Submission of Bills:

A. Following documents to be submitted to the Consignee:

- i) Consignment Note.
- ii) Challan.
- iii) One copy of the Bill
- iv) Warranty/Guarantee Certificate .
- v) Batch /Manufacturers Test Certificate.
- vi) Any other documents specified in the Rate Contract/order.

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.
- iii) Price Certificate.
- iv) Excise documents as indicated in RC.
- v) Price Fall Clause Certificate.
- vi) Batch/Manufacturers Test Certificate.
- vii) Any other documents specified in the Rate Contract/order.

19. Direct Demanding Officer / Paying Authority: The Rate Contract will be operated by DDOs as per enclosed Annexure - III.

20. INSPECTION: (i)The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/ make or alterations necessary to meet the specifications free of cost to the purchaser. The materials will be inspected at final destination.
(ii)Final inspection will be carried at consignee's end.

21. Shortages & Damages: Any shortages or damages etc. reported by the consignee shall be replaced within 30 days of receipt of intimation.

For confirming of qty. of Oxygen. DA & Nitrogen gases to be supplied by RC holders , following procedure shall be applicable :

- (i) The Tare weight (KG) of the cylinder should be given by the supplier on the body of the cylinder.
- (ii) The gross weight(kg) of the same cylinder should be certified by the supplier after filling of the gas in the cylinder.

The difference of the above i.e. net weight(kg) of the gas should be certified by the supplier against supplied qty of the gas.

- (iii) The billing/payment of the gas should be made accordingly after due verification & inspection and certification of the same by the inspecting authority of respective Regional Stores of NCL.

22. Warranty/Guarantee: You are required to submit a certificate with each and every consignment to the effect that stores supplied are in accordance with the ordered specification and the same shall be free from faulty materials, design and workmanship. The tenderer will also guarantee that the materials will be replaced free of cost immediately in case it is found of sub standard quality.

23. Liquidated Damage Clause: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NCL should have the right:-

- a) To recover from the successful tenderer as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has 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). Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials management Division of NCL.

- b) or to purchase 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 similar description without canceling the supply order in respect of the consignment not yet due for supply or,
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier 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 fully or partly.
- f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, 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 the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

24. Price certificate: You are required to submit following certificate alongwith your bill:

"That, the price charged by you against this order is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations. You should also certify that the quoted rates are not higher than rates quoted / prices charged by you for same/ similar items to other Customers".

25. Force Majeure Conditions: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

- (a) RC holder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- (b) For delay arising out of Force majeure, the RC holder will not claim any extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

26. Price Fall Clause: The supplier has to undertake that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

27. Jurisdiction of Court: Any dispute arising out of this Rate Contract will be subject to the jurisdiction of Singrauli District Court (MP) only.

28. Monthly statement of delivery: You are requested to submit a statement in duplicate by the 5th of every month to the undersigned showing the execution of supply details for the preceding month in the format given below:-

Sl.No	R/C No. & Date	SO No. & Date	Consignee's Name	Qty. ordered (Item-wise)	Qty. supplied (Item-wise)	Balance qty. to be supplied (Item-wise)

- 29. Placement of Order:** The consignee/DDOs as per Annexure-III will place order directly on you for supply of stores covered under this Rate Contract for necessary execution of the same by you. 60% of the requirement shall be drawn by the consignee against this Rate Contract & 40% requirement is to be drawn from the other Rate Contract holder i.e. M/s International Industrial Gases Ltd., Waidhan.
- 30. Parallel Rate Contract:** NCL reserves the right to conclude parallel RC with other suppliers during the currency of this Rate Contract, NCL does not guarantee for the quantity to be purchased during the currency of this agreement. NCL reserves the right to purchase any quantity outside the contract in case of urgent demand arising out at any time during the contractual period.
- 31. Special Instructions:-** The orders received from DDOs will be completed on TOP PRIORITY. The consignee shall send one copy of the purchase order to you by Regd. Post.
- 32. Risk Purchase:-** In the event of your failure to deliver or despatch the stores within the stipulated date / period of the Contract/ order , or in the event of breach of any of the terms and conditions mentioned in the Contract / order , NCL shall have the right to purchase the stores 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 bills against any other supplies pending in NCL and also in any other Subsidiary Companies / Coal India Limited.
- 33. Integrity Pact:-** The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed).

This Rate Contract is the sole repository of Northern Coalfields Limited and shall be covered by the terms and conditions above and GENERAL TERMS & CONDITIONS OF SUPPLIES issued alongwith our "Invitation to Tender and Instruction to the Tenderer".

The Rate Contract is concluded with the above terms & conditions. We enclose two copies of the 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 this Rate Contract.

This Rate Contract is concluded with this acceptance. Please acknowledge the receipt.

Encl:-Annexure-I , II, III & Integrity Pact.

Yours faithfully,

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Copy to:-

The Chief Vigilance Officer, NCL, Singrauli.
The Chief General Manager / General Manager, Jhingurda/Bina/Kakri/ Khadia/ Dudhichua/
Jayant/CWS Jayant/ Nigahi/Amlohri/ Block-B/K'shilla
The General Manager (Fin.)/(E&M)/Excav, NCL, Singrauli.
The General Manager (MM/Stores), NCL, Singrauli.
Area Finance Manager / Area Purchase Cell, Jhingurdah/ Bina/ Kakri / Khadia/Dudhichua/
Jayant/CWS Jayant/ Nigahi/Amlohri/Block B/K'shilla
Chief Manager (Excav.)/(E&M), Jhingurda/Bina/Kakri/Khadia/Dudhichua/Jayant/CWS Jayant/
Nigahi/Amlohri./Block-B/K'shilla
The Depot Officer, Regional Stores, Jhingurda/Bina/Kakri /Khadia/Dudhichua/ Jayant/ CWS Jayant/
Nigahi/Amlohri/ Central Stores, Jayant/Block-B/K'shilla
Progress Cell, Singrauli.
The General Manager, NCL,Kolkata..
The GM(MM), CIL/CCL/BCCL/ECL/MCL/SECL/WCL/NECL/CPMDIL.
The ES to Director(Tech/Oprn.), NCL, Singrauli.
This issues with the approval of CMD, NCL and concurrence of Finance.

NORTHERN COALFIELDS LIMITED
SINGRAULI

ANNEXURE – I

Ref.No.:63626 /216A1076/Industrial Gases
M/s Rewa Gases Pvt. Limited

Dated: .02.2017

Sl. No.	Description of items	Basic price for both UP & MP Projects in Buyer's & Seller's Cylinder (Rs. Per 100 Cu. M.)
01.	Compressed Nitrogen Gas Pure & Dry having Nitrogen – 99.9% Oxygen—0.1% Water Content—32 PPM Dew Point-- (-) 51 Deg. C. Material Code: 94085009013.	Rs. 4920.00
02.	Compressed Oxygen Gas for Industrial use (Welding & flame cutting use) confirming to IS: 309/1992 and subsequent revision and amendments. Material Code: 94085000016.	Rs.1640.00
03.	Compressed Dissolved Acetylene Gas for Industrial use (Welding & flame cutting use) confirming to IS: 308/1988 and subsequent revision and amendments. Material Code: 94085000028.	Rs.18428.34

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Annexure- II

Depot Officers are advised to regulate drawl against the Rate Contract within Project wise Annual off-take limit for 02 years, which is as under:

Project	Off-take for 2 years (Rs.)
Amlohri	2612844.86
Nigahi	4720266.25
Jayant	3224232.86
Dudhichua	2318054.44
CWS	827128.26
Khadia	2194469.82
Bina	2194469.82
Kakri	831250.84
K'shilla	844011.50
Jhingurdah	1641508.74
Block B	337749.08
10% of the total off-take value shall remain under the administrative control of GM(Excv)/HOD to meet any eventuality.	2416220.73
Total	2,41,62,207.20

Note for DDOs :

- 1) The off-take mentioned is for the total currency period of Two Years of Rate Contract.
- 2) DDO are advised to restrict the procurement within the off-take limit specified for their project.
- 3) 60% of the requirement shall be drawn by the consignee against this Rate Contract & balance 40% requirement is to be drawn from the other Rate Contract holder i.e. M/s International Industrial Gases Ltd. , Waidhan.
- 4) Supply orders to be placed against approved & financially concurred requirement and after obtaining necessary BC from the competent authority.

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

Direct Demanding Officer/Paying Authority & Consignee/Destination Point:- As indicated below:-

Sl. No	Name of the Consignee/ Direct Demanding Officer	Paying Authority	Sales Tax No.
1	The Depot Officer, Northern Coalfields Limited., Regional Stores Block B, Jayant P.O. Gorbi Colliery, Dist. Singrauli (M.P) – 486 889	The Area Finance Manager NCL, Block B , P.O Gorbi Colliery Dist: Singrauli (M.P) – 486 890	CST/RWA/SDH/SRL/ 43(C) dt 15.11.97 MPST/RWA/SDH/159 dt 15.11.1979
2	The Depot Officer, Regional Stores, Jhingurda , NCL, PO Jhingurda Colliery, Dist: Singrauli: M.P – 486 889	The Area Finance Manager, NCL, PO Jhingurda Colliery, Dist. Singrauli: M.P – 486 889	CST/RWA/SDH/SRL/ 43(C) dt 15.11.97 MPST/RWA/SDH/159 dt 15.11.1979
3	The Depot Officer, Regional Stores, Bina , NCL, PO Bina Colliery, Dist: Sonebhadra: U.P – 231220	The Area Finance Manager, NCL PO Bina Colliery, Dist: Sonebhadra: U.P – 231220	CST:RG/5002157 dt 27.1.76: UPST :RG/0008683 Dt 1.4.85
4	The Depot Officer, Regional Stores, Jayant, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486 890	The Area Finance Manager, NCL, PO Jayant Colliery, Dist. Singrauli: M.P – 486 890	CST/Sidhi/24(C) dt 15.11.79 : MPST- Sidhi(SGR)176 dt 15.11.79
5	The Depot Officer, Regional Stores, Kakri , NCL, PO Bina Colliery, Dist: Sonebhadra U.P – 231220	The Area Finance Manager, NCL, PO Bina Colliery, Dist. Sonebhadra: U.P – 231220	CST:RG/5003919 : UPST :RG-0016174
6	The Depot Officer, Regional Stores, Khadia , NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222	The Area Finance Manager, NCL, PO Khadia Colliery, Dist. Sonebhadra U.P – 231222	CST:RG/50065/09 dt:23.04.86: UPST :RG/706 dt 1.1.80
7	The Depot Officer, Regional Stores, Dudhichua NCL, PO Khadia Colliery, Dist: Sonebhadra: U.P – 231222	The Area Finance Manager, NCL, PO Dudhichua Colliery, Dist. Sonebhadra U.P – 231222	GR-0028572 (CST) 5006813
8	The Depot Officer, Regional Stores, Amlohri, NCL, PO Amlohri Colliery, Dist: Singrauli: M.P – 486887	The Area Finance Manager, NCL, PO Amlohri Colliery, Dist. Singrauli M.P – 486 887	CST/RWA/SDH/141 dt 22.11.86 : MPST RWA/SDH/SRL/604 dt 26.02.84
9	The Depot Officer, Regional Stores, CWS, NCL, PO Jayant Colliery, Dist: Singrauli: M.P – 486890	The Area Finance Manager, CWS Jayant NCL, PO Jayant Colliery, Dist. Singrauli M.P – 486890	CST:/Sidhi/24 (C) dt 15.11.79: MPST SDH/SRL/176 dt 15.11.79
10	The Depot Officer, Regional Stores, Nigahi , NCL, PO Nigahi Colliery, Dist: Singrauli: M.P 486 889	The Area Finance Manager, NCL, Nigahi PO Nigahi Colliery, Dist. Singrauli M.P – 486 889	CST/RWA/SDH/SRL/ 161, MPST/RWA/SDH/SRL/ 638

(M M Sarewar)
Chief Manager (MM)

(N.S. Saini)
Chief Manager (MM)II

