



NORTHERN COALFIELDS LIMITED
(A Mini Ratna Company)
Materials Management Division
PO- Singrauli Colliery,
Dist- Singrauli, MP- 486 889
Phone: 07805 – 266606 Fax No.
266388/266640
Website : www.ncl.in



Ref : 63717996/17-18/116A1087

Date : 07/06/2017

RATE CONTRACT
(VALID FOR TWO YEARS)

To

M/s Flodyne Corporation	PCC By Regd Post
Swami Narayan Temple Complex	Phone No. 0326-2305563
Katras Road,	Fax No. 0326-2307573
Dhanbad-826001	E-mail : fc.dhanbad@gmail.com
Jharkhand	Vendor Code: F0055

Sub : Rate Contract for supply of Hoist Vane Pump for Unit Rig 120T Dumpers.

- Ref i) Our Tender Enquiry No. NCL/SGR/MMD/SKA/HVP/116A1087/27 date 12.01.2017 opened on 13.02.17
- ii) Your Offer and subsequent shortfall documents submitted through e-procurement portal of CIL against tender id 2017_NCL_58979_1
- iii) Your letter no. FC/NC/17-18/332 dtd 14.04.2017

Dear Sir,

With reference to above, we are pleased to enter into a Rate Contract with you for supply of following material(s) to various projects of Northern Coalfields Limited located in the State of M.P. & U.P. and in accordance with the rate, terms and conditions detailed under:

Sl. No.	Part No	Description	Material Code	Unit Basic Price (Rs.)
1	55901	Hoist Vane Pump for Unit Rig 120T Dumpers	11605043244	1,02,883.25

Make/Brand : "VELJAN" i.e. VELJAN DENISON Ltd

- Basis of Price** Prices are on FOR Destination basis, inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges. Prices shall remain firm till completion of supplies against supply orders placed within validity of the Rate Contract.
- Excise Duty** Excise Duty is inclusive. However, you shall submit CENVATABLE Invoice at the time of supply to enable NCL to claim CENVAT Credit. The CENVATABLE Invoice must be for minimum Rs 4087.00 of the Unit Basic Price against which NCL shall avail CENVAT Credit. In case the value of CENVATABLE amount is less than the assured minimum amount of Rs 4087.00 of the Unit Basic Price, the differential amount shall be deducted from your bills. You will furnish a certificate from your Auditor along with supply that refund / credit, if any, obtained on account of Excise Duty shall be passed on to NCL. You are requested to indicate Northern Coalfields Limited's ECC No., Range, Division & Commissionerate along with other details as detailed below -

Clean Energy Cess Regn. No./ Excise Regn. No.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan	Satna	Bhopal

3. **CST**: Central Sales Tax will be payable extra at actuals as legally applicable at the time of supply. For availing concessional rate of Sales Tax, requisite Sales Tax declaration form will be furnished by the consignee/Paying Authority. Present Rate of CST is @2% against form 'C'
4. **Entry Tax**: Payable extra to the M.P. State Govt authority directly by the Consignee/Paying Authority for MP Projects i.e. Jayant & Nigahi only. Present rate of entry tax is @1%. For UP Project i.e. Dudhichua, entry tax is not applicable.

If there be any statutory increase in the rates of Taxes & Duties during the extended Delivery period (beyond stipulated Delivery period), NCL shall not pay the increase in the Taxes & Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

5. **Validity of RC**: The Rate Contract will remain valid for a period of **TWO YEARS** from the date of its issue. It will be binding on you for execution of orders placed within validity period of RC.
6. **Essence of RC**: This being a case of Rate contract where in Price, Terms and Conditions will remain fixed during the validity of the Rate Contract and quantity to be supplied shall be on as & when required basis. However Total off-take Value for all DDO's together to be supplied during currency of this Rate Contract is Rs. 52 00 Lakhs. As soon as the limit of Rs. 52 00 Lakhs is reached, you must intimate to the office of the GM(MM), NCL for further necessary action and you should not accept any further order from any DDO's without specific clearance from the office of the GM(MM), NCL.
7. **Delivery**: Within 6 months from the date of placement of supply order by the respective DDOs on as and when required basis.
8. **Consignee / DDO**:
- Depot Officer, Regional Stores Nigahi Project, PO Nigahi, Dist. Singrauli (MP)
 - Depot Officer, Regional Stores Jayant Project, PO Jayant, Dist. Singrauli (MP)
 - Depot Officer, Regional Stores Dudhichua Project, PO Dudhichua Dist. Sonbhadra (UP)
9. **Paying Authority**:
- The Area Finance Manager Nigahi Project, PO Nigahi, Dist. Singrauli (MP)
 - The Area Finance Manager Jayant Project, PO Jayant, Dist. Singrauli (MP)
 - The Area Finance Manager, Dudhichua Project, PO Dudhichua Dist. Sonbhadra (UP)
10. **Terms of Payment**: 100% payment inclusive of all Taxes & Duties will be made by the concerned Paying authority of the Consignee within 21 days of receipt and acceptance of materials at consignee's end or submission of bills complete in all respect whichever is later through e-payment.
11. **Your Banker's Name & Address**: State Bank Of India, Main Branch Dhanbad, Dist Dhanbad - 826001, Account Type: Cash Credit, A/c. No. 10976882056, IFSC Code : SBIN0000066, MICR Code 826002002.

12. Submission of Bills :

- 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) Any other documents specified in the order.
- B. Following documents should be submitted to the Paying Authority
- i) 100% bill in triplicate duly pre-receipted and stamped
 - ii) CENVATABLE Invoice
 - iii) Copy of the Consignment Note/Warranty /Guarantee Certificate/Copy of the Inspection Note wherever required.
 - iv) Any other documents specified in the order.

- 13. Warranty/Guarantee** You shall give a Guarantee/Warranty for satisfactory performance of the supplied materials in all respect for a period of 12 months from the date of fitment on the equipment or 18 months from the date of receipt and acceptance of materials at consignee's end whichever is earlier.

You shall be responsible for any defect that may develop under the conditions provided for by the contract and under proper use, arising due to faulty materials, design or workmanship (excluding normal wear & tear) and shall remedy such defect at your own cost when called upon to do so. If it becomes necessary for you to replace or renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty Replacement should be completed within a reasonable period maximum within one month from the date of claim free of cost up to ultimate Consignee's end. All cases of warranty replacements to be decided on the basis of joint inspection of the failed goods held between the user's representative and the your representative.

- 14. Fitment Certificate** You will also certify that your products are exact replacement of /fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for without any modifications.
- 15. Technical Support & Service** In addition to normal after sales service, you shall also render Technical support & services to ensure fitment, proper usage, maintenance and satisfactory performance of the supplied spares. Further, you have to ensure quarterly visit of your Service Personnel for smooth functioning of the supplied items.
- 16. Parallel Rate Contract :** The Northern Coalfields Limited, reserves the right to conclude parallel Rate Contract with other suppliers. The Northern Coalfields Limited does not guarantee you for the quantity to be purchased during the currency of this Rate agreement. Northern Coalfields Limited also reserves the right to purchase any quantity outside the contract in case of urgent demand arising out at any time during the contract period.
- 17. Inspection :** Final Inspection of materials will be carried out at the consignee's end by authorized representative of GM (Excvt)/NCL after receipt of materials at consignee's end.



18. **Mode of Despatch** : By Road, safe arrival of the materials at the consignee's end will be the responsibility of the Supplier
19. **Packing** : Packing of material should conform to the requirements of the carrier. Stores should be properly packed and the supplier will be fully responsible for the Stores not being sufficiently and properly packed for transport by Road, so as to ensure their being free from loss or damage on arrival at their destination.
20. **Lowest Price certificate** : You are required to submit following certificate along with your bill to the Consignee & Paying authority :
" Prices charged by us against this Order is the lowest and is the same as applicable to other Government Departments/Undertakings/Other Organisations and are not higher than rates quoted/prices charged by us for same item to other customers."
21. **Shortage, Damages & Demurrage etc.** : Any shortages or damages etc. shall be made good / replaced within 30 days of receipt of intimation from the consignee. The Consignee will take open delivery from the carriers in the event of any case is found damaged at the time of taking delivery. In case of shortages found in such cases, shortage certificate will be obtained by the consignee from the carriers and submitted to you. The shortages and damages claims will be intimated by the consignee to the firm within 15 days on receipt of materials along with short receipt certificate.
22. **Liquidated Damage Clause** : In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the 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 reserves its right -
a) To recover from you as agreed Liquidated Damages, a sum of 0.5 % (half percent) of the price of any stores 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 the Materials Management Division.
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) 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 other contract. Should this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase
23. **Price Fall Clause**
If you, at any point of time during the period of execution of supply of contract of CIL/ Subsidiary Companies supply stores of identified description to any customer, including CIL/Subsidiary Companies at a price lower than the price stipulated in the first contract, you shall forthwith notify such reduction in sale price and CIL/ Subsidiary Companies shall amend its contract price to the lower price. In the event of non-intimation by you to this effect, suitable penal action may be considered against you.

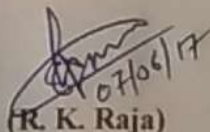
The Price Fall Clause shall apply when the period of execution of supply against the contract of CIL / Subsidiary Companies (first contract) is concurrent with supply of another contract by you to other Organisation including CIL/ Subsidiary Companies (other contract). The lower price of the two contracts will be applicable against the supplies made against first contract, during the concurrent period of execution of supply of the said two contracts

24. **Risk Purchase** In the event of your failure to deliver or despatch the Stores within the stipulated date / period of the supply order , or in the event of breach of any of the terms and conditions mentioned in the supply order , NCL have the right to purchase the Stores from elsewhere after due notice to you at your risk and cost. It is clearly mentioned that in the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Companies / Coal India Limited.
25. **Manufacturer's Identification Marks / Symbol :** Manufacturer's distinctive identification mark / symbol and also the Part No. must be clearly embossed / engraved / punched on each and every item, as far as practicable at a visible place which is not subject to normal wear and tear for convenience of identification, any time. Apart from this a tag may be attached in each part / item giving identification mark. However, for high precision items where embossing / engraving /punching is not possible shall be packed separately & packing cover / box / case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.
26. **Manufacturer's Test Certificate:** Manufacturer's Test Certificate must be submitted along with the supplies to the effect that the item has been manufactured strictly as per Manufacturer's best known design and has undergone strict quality inspection before dispatch and are covered under standard warranty for quality and workmanship.
27. **Statement of the order received and materials supplied :**
A statement of the quantity for which order received and material supplied should be sent to the undersigned after every three months.
28. **Jurisdiction of Court :** Any dispute arising out of this Rate Contract will be subject to the jurisdiction of Singrauli Dist. Court (MP) only.

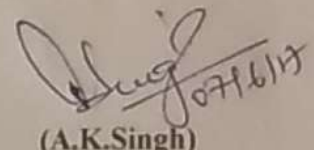
This Rate Contract shall be the sole repository of the Northern Coalfields Limited and will also be governed by the "General Terms and Conditions of Supply of Stores" issued along with invitation to tender and instruction to Tenderer, apart from the Provisions of CIL Purchase Manual and terms and conditions stipulated in this Contract. Two copies of this Rate Contract are enclosed herewith and you are requested to submit your acceptance putting your seal & signature on one copy of RC within 10 days. In case same is not received within this period, it will be presumed that you have accepted the same.

Yours faithfully,

For & On Behalf of Northern Coalfields Limited


(R. K. Raja)

Asst. Manager (MM)


(A.K. Singh)

General Manager (MM)

Copy to :

- 1 The Chief Vigilance Officer, Singrauli
- 2 The Director (Technical), NCL, Singrauli
- 3 The General Manager (Fin.), General Manager (Excv), NCL, Singrauli

- 4 The GM, SO (Excv)/AFM, Jayant, Nigahi & Dudhichua.
- 5 Depot Officer / Jayant, Nigahi & Dudhichua
- 6 The GM (MM), CCL/BCCL/ECL/MCL/SECL/WCL
- 7 M/s Veljan Denison Ltd ,

Plot No 10A, Phase-1, IDA,
Patancheru-502319, Medak (Dist), A P

-----by Regd Post

.... This refers to their letter no. VDL/AUTH/0121/16-17 dated 21.01.2017.

Instruction to DDOs & Project-wise Annual Off-take limit:

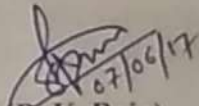
- a) All DDOs are requested to restrict their actual annual requirement to the maximum off-take limit as per the distribution given below against this RC.

Sl	Project	Annual off take Amount (in Rs. Lakhs)
1	Nigahi	13.00
2	Jayant	5.50
3	Dudhichua	5.50
4	* GM(Excv), NCL HQ	2.00
	Total	26.00

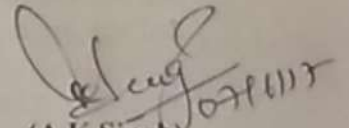
*Annual off take amount of Rs 2.00 Lakhs (Two Lakhs only) as above shall be under administrative control of GM(Excv), NCL to cater the exigency of user projects. However, the total annual order quantity should not exceed Rs 26.00 Lakhs (Twenty Six Lakhs only). in any case in one year against this RC.

- b) DDO's are advised to regulate drawal against the Rate Contract within the Annual off-take limit of Rs 26.00 Lakhs only (Rs 52.00 Lakhs for Two years for all DDO's together.)
- c) The orders are to be placed strictly against approved and duly concurred indent/Material Budget
- d) The payment terms and other terms & conditions are to be adhered strictly
- e) A copy of the supply order placed against this Rate Contract must be endorsed to this office
- f) Before placement of order against this Rate Contract , the stock may please be verified

This is issued against proposal duly concurred by Finance and approved by Dir(T)/OP.


(R. K. Raja)

Asst. Manager (MM)


(A.K. Singh)

General Manager (MM)