

 <p>CERTIFICATION INTERNATIONAL UKAS QUALITY MANAGEMENT ISO 9001:2000 Cert No: CI10501 063</p>	<p>NORTHERN COALFIELDS LIMITED (A Mini Ratna Company) Materials Management Division PO- Singrauli Colliery, Distt- Singrauli, MP- 486 889 Phone: 07805 – 266606 Fax No. 266388/266640 Website : www.ncl.in</p>	 
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Ref: 63617980 / 116A1018

Date: 29/03/2017

RATE CONTRACT

(VALID FOR TWO YEARS)

[Type of Vendor: Manufacturer]

M/s Mersen India Private Limited	Fax no.:080-30946130
Plot No.5, Bommasandra Industrial Area	PCC: By Regd.Post
Bangalore-560099	VENDOR CODE: M0836

Sub : Rate Contract for Supply of Carbon Brushes for 24/96 Draglines valid for two years.

- Ref: i) Our Global Cum Reverse Auction Tender No. NCL/ SGR/MMD/SKA/116A1018/12 dtd. 05.05.2016 opened on 05.07.2016. (**Tender ID- 2016_NCL_37659_1**)
 ii) Your Offer submitted vide Bid ID: 105602.
 iii) Your Letter No. MIPL/NCL/2016-17/1018/1 dtd 07.10.16, NCL/Mersen/16-17/10/07 dtd 12.10.16, NCL/Mersen/16-17/12/12 dtd 12.12.16, NCL/Mersen/16-17/01/12 dtd 12.01.17 & NCL/Mersen/16-17/03/06 dtd 06.03.17.

Dear Sirs,

With reference to the above, we are pleased to enter into Rate Contract with you for a period of Two years from the date of issue of this Rate Contract for Supply of Carbon Brushes for 24/96 Dragline as per details, Scope of Supply and Prices given in Annexure-I. The supply shall be governed by the Terms & conditions mentioned hereunder and also as per General Terms & Conditions for Supply of Stores enclosed with NIT unless otherwise specified as under:-

1. MAKE: “Mersen”

2. Annual OFF-TAKE: Restricted to Rs.63,40,578.38 Lakhs (Rupees Sixty Three Lakh Forty Thousand Five Hundred Seventy Eight & Paise Thirty Eight only) with Project-wise annual off take amount as under:

(a) Bina Project—	Rs. 10.00 Lakhs
(b) Nigahi Project---	Rs. 11.00 Lakhs
(c) Jayant Project—	Rs. 16.00 Lakhs
(d) Dudhichua Project---	Rs. 08.00 Lakhs
(e) Amlohri Project---	Rs. 04.00 Lakhs
TOTAL---	Rs. 49.00 Lakhs

Besides Project wise above annual off-take, an amount of Rs.14,40,578.38 (Rupees Fourteen Lakh Forty Thousand Five Hundred Seventy Eight & Paise Thirty Eight only) will be under administrative control of GM(Excise.)/HOD, NCL to cater exigency of user project. Accordingly total offtake for two years shall be restricted to Rs.1,26,81,156.76 (One Crore Twenty Six Lakh Eighty One Thousand One Hundred Fifty Six & Paise Seventy Six only) for two years). You will not execute the Supply Order over & above the restricted off take value.

- 3. Basis of Price:** FOR Destination basis inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges. Prices will remain firm till execution of Supply Orders placed by the DDOs against Rate Contract.
- 4. EXCISE DUTY & EDUCATION CESS:** Excise Duty shall be paid extra at actuals against documentary evidence at the legally applicable rate at the time of supply, which is presently applicable @ 12.5%.

For availing CENVAT Credit by NCL, you shall submit copy of CENVATABLE EXCISE Invoice as per rule 11 of CENTRAL EXCISE Rule 2002 at the time of supply of material along with the final bill(s) indicating therein Northern Coalfields Limited's ECC No, Range, Division and Commissionerate along with other details as detailed below:

Clean Energy Cess Regn. N Excise Regn.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan	Satna	Bhopal

You have to submit your auditor's certificate along with the bill confirming that refund/ credit if any obtained against Excise Duty has been/ shall be passed on to Northern Coalfields Ltd.

- 5. Central Sales Taxes:** Concessional Central Sales Tax will be payable extra at actuals as legally applicable at the time of supply which is presently applicable @ 2% against form C. For availing concessional rate of Sales Tax, requisite Sales Tax declaration form will be furnished by the respective Consignee(s).
- 6. PACKING & FORWARDING CHARGES:** Nil and shall be borne by you.
- 7. FREIGHT & TRANSIT RISK INSURANCE CHARGES :** Nil and shall be borne by you. Safe arrival of materials up to destination will be your responsibility.
- 8. ENTRY TAX:** Shall be paid extra at actuals by the respective Paying Authorities Jayant, Nigahi & Amlohri Projects only directly to M.P. State Authority. Present rate of Entry Tax is @1% for supplies to the projects situated in state of Madhya Pradesh only. For supply to Bina & Dudhichua, Entry Tax is not payable but Way Bill if required shall be provided by Depot Officer(s) of Bina and Dudhichua Projects situated in state of UP.

NOTE: If there be any increase in the rates of taxes and duties during the extended delivery period beyond the stipulated / scheduled delivery period, NCL shall not pay the increase in the Taxes & Duties and the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.

9. SECURITY DEPOSIT: You are advised to submit Security Money of Rs.12,68,116.00 (Rupees Twelve Lakhs Sixty Eight Thousand One Hundred Sixteen Only) in the form of Bank Draft in favour of Northern Coalfields Limited payable at Morwa/Singrauli within two weeks time (15 days) from the date of issue of RC. The Security Deposit can also be submitted in the form of Bank Guarantee on any Nationalized/scheduled Bank as per Annexure-L of NIT and the same should be valid for a period of minimum 30 months from the date of issue of this RC.

The EMD submitted by you shall be refunded immediately after receipt of Security Deposit. 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 will be kept recorded for future dealings with you.

Security Money shall be refunded within 30 (Thirty) days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

10. Duration of RC : The Rate Contract will remain valid for **TWO YEARS** from the date of conclusion of RC.

11. Essence of RC : This being a case of Rate contract where in Price, Terms and Conditions will remain Firm and Fixed during the validity of the Rate Contract and quantity to be supplied shall be on as & when required basis.

12. Delivery: Within 3 (Three) months from the date of placement of Supply Order by various DDOs of respective projects against this Rate Contract on as & when required basis. However early delivery will be preferred.

13. Consignee: The Depot officer, Regional Stores, Bina / Dudhichua (for UP projects) and Jayant / Nigahi / Amlohri (for MP projects).

14. Direct Demanding Officer: Supply Order against this RC will be placed by the Direct Demanding Officers (DDOs) on as & when required basis. DDOs are Depot Officer, Jayant/ Amlohri/Nigahi, Dist. Singrauli (in MP) & Bina / Dudhichua, Dist. Sonebhadra (in U.P.).

15. 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 rate contract in case of urgent demand arising out at any time during the contract period.

16. Warranty / Guarantee: You shall certify that the performance of Carbon Brushes supplied conforms to IS:13466:92, 13584:93 and 13586:93 and other relevant IS. You will also give Warranty/Guarantee for satisfactory performance of the supplied materials for a period of 04 months from the date of fitment (excluding normal wear & tear) or 18 months from the date of receipt and acceptance of Carbon Brushes 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 from faulty materials, design or workmanship and shall remedy such defects 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 replacement will be decided on the basis of joint inspection of the failed goods held between the user's representative and supplier's representative. However, in case of any dispute, the decision of NCL management shall be final.

17. Fitment Guarantee Certificate : You will furnish a fitment guarantee certificate along with each supply that the items supplied by you against supply orders placed against this Rate Contract are exact replacement of / fully interchangeable to original parts on one to one basis and will fit & function properly in the equipment for which these are intended for without any modification/ alteration to the existing system of the equipment running in Northern Coalfields Limited and conforms to Performance guarantee as per OEM standards. You will replace free of cost the materials in case the supplied items do not fit & function properly and warranty period will be counted from this date of warranty replacement.

18. Technical Support & Services: In addition to normal after sales service, you have to render prompt technical support & services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares. Further you have to ensure quarterly visit of your service personnel for smooth functioning of the supplied items, if required.

19. Terms of Payment :

100% payment including all taxes and duties shall be made by the paying authority within 21 days from the date of receipt and acceptance of materials at Consignee's end or submission of Bills complete in all respect, whichever is later. The payment will be made by "Electronic Fund Transfer" (EFT) or e-payment.

20. Paying Authority : The Area Finance Manager, Jayant / Nigahi / Amlohri, Dist. Singrauli (for M.P. projects) and Bina / Dudhichua Dist. Sonebhadra (for U.P. project).

21. Your Banker's Name & Address : BNP Paribas, M. G Road Branch, Land Mark Building, 3rd Floor, 21/15 M.G. Road, Bangalore-560001, Bank Account no.- 0906701101100120 , IFSC Code-BNPA0009067.

22. 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) Guaranty/ Warranty Certificate

- v) Manufacturer's Test Certificate/ Test Cum Inspection certificate/ Price Fall Clause certificate
 - vii) All 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) Certificate for Price Fall Clause.
 - iii) Copy of the Consignment Note/Warranty /Guarantee Certificate/ Test cum inspection certificate.
 - iv) All other documents specified in the Order.

23. Inspection: Final inspection of Carbon Brushes shall be carried out at consignee's end by the respective Staff Officer (Excvt) of the Projects.

24. Mode of Despatch : By Road. Safe arrival of the material at the consignee's end will be the responsibility of the Supplier. Way bill, if required, for supplies to the projects located in UP may be obtained from the concerned consignees before arranging dispatch.

25. Packing: The consignment should be securely packed & marked as per standard Trade Practices/BIS norms to withstand the rigors of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination. Packing of all the materials should conform to the requirement of carrier.

26. Lowest Price Certificate: You shall submit a certificate certifying that the prices charged by you against this Rate Contract are the lowest and are same as applicable to other Government Departments/ Undertakings/ Other Organizations.
You shall also certify that the prices charged are not higher than rates quoted / prices charged by you for same / similar items to other Customers.

27. 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 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.

28. Liquidated Damage Clause: In the event of failure to deliver or dispatch the material within the stipulated delivery period in accordance with the specification mentioned in this Rate Contract and in the event of breach of any of the terms & conditions mentioned in the supply order placed against this Rate Contract. NCL reserves its right -

- a) To recover from you as agreed liquidated damages a sum not less than ½ % (half percent) of the price of the material 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 subject to a ceiling of 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of MM Department.
- b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of defaulting supplier the stores not supplied or other of a similar description without cancelling the supply order in respect of consignee 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 any 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 other 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.

29. Price Fall Clause: If you, at any point of time during the period of execution of supply of the contract of NCL, supply equipment /store of identical description in India 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 of sale price and NCL shall amend its contract price to the lower price. In 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 contract of NCL (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 will be applicable against the supplies made against the first contract, during the concurrent period of execution of supplies of the said two contracts.

30. Manufacturer's Identification Marks / Symbol : Supplied carbon brushes should either have embossing or print indicating Manufacturer's name/logo, Grade of Brush as per IS 13466:1992 at visible place which is not subject to normal wear and tear for convenience of identification at any point of time.

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

32. Manufacturer's Test Certificate:- You should submit three copies of Test Certificate in respect of Coefficient of friction, Hardness, Resistivity, Current Density, Contact Drop, Transversal Strength & Bulk Strength as per IS:13584/93 with following details i) Brush Drawing Detail Number (Manufacturing Drawing Number) & (ii) Brush Grade & Name / Logo of Manufacturer.

33. Risk Purchase: In the event of 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, Northern Coalfields Limited has the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in Northern Coalfields Ltd. and also in any other Subsidiary Companies / Coal India Limited.

This Rate Contract shall be the sole repository of the Northern Coalfields Limited and will be governed by all the provisions of CIL Purchase Manual as well as the "General Terms and Conditions of Supply of Stores" issued along with our invitation to tender and instruction to Tenderer, apart from the 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 and on behalf of Northern Coalfields Limited, Singrauli

(V K Verma)
Asst. Manager (MM)

(D Dhanabalan)
Sr. Manager (MM)

Encl: Annexure-I

Copy to :

The Chief Vigilance Officer, Singrauli.

The Dir(T)/O,NCL.

General Manager (Fin.)/ GM (Excv), NCL/HQ.

The GM/ Jayant/ Nigahi/Dudhichua/Bina/Amlohri.

SO(Excv.)/AFM / Jayant/ Nigahi/Dudhichua/ Bina/Amlohri.

Depot Officer/ Area Purchase Officer/Jayant/ Nigahi/DCH/Bina/Amlohri.

The GM(MM),CCL/BCCL/ECL/MCL/SECL/WCL/NEC.

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

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

(a) Bina Project— Rs. 10.00 Lakhs

(b) Nigahi Project--- Rs. 11.00 Lakhs

(c) Jayant Project— Rs. 16.00 Lakhs

(d) Dudhichua Project--- Rs. 08.00 Lakhs

(e) Amlohri Project--- Rs. 04.00 Lakhs

TOTAL--- Rs. 49.00 Lakhs

Besides above project wise annual off take, an amount of Rs.14,40,578.38 (Rupees Fourteen Lakh Forty Thousand Five Hundred Seventy Eight & Paisa Thirty Eight only) will be under administrative control of GM(Excv)/HOD, NCL to cater exigency of user project.

This is issued against proposal of GM (Excv) dtd 13.01.2016, Indent Registration No.116A1018 dtd 03.05.2016 duly concurred by AF to D(T/O) and approved by Dir (T/O), NCL.

SPECIAL INSTRUCTIONS:

- (a) The orders received from the Direct Demanding Officers will be complied with the highest priority to the extent possible, The order will be complied from stocks held in your stock/depot. You will be responsible for timely intimation about the dispatch of

material to the consignee giving details of Consignment Note No. & date, delivery Challan, type of goods dispatched etc.

- (b) You will submit a monthly statement by the 8th of every month to the undersigned showing the status of supply orders placed on you against this contract in the following format:

Sl No.	LR/C Note/ Challan No. & Date	S/O No. & Date	Consignee's Name	Qty ordered (Item wise)	Qty supplied (Item wise)	Balance Qty (Item wise)

(V K Verma)
Asst. Manager (MM)

(D Dhanabalan)
Sr. Manager (MM)

Annexure-I

SCOPE OF SUPPLY FOR MENTIONED BRUSH GRADES OR EQUIVALENTS /SCHEDULE OF REQUIREMENTS AND TECHNICAL PARAMETERS OF CARBON BRUSHES FOR 24/96 DRAGLINE ON RATE CONTRACT BASIS FOR A PERIOD OF 2 YEARS

Sl No.	Carbon Brushes for application in	Part No.	Size(T x W x L) in mm	Brush Grade as per NIT	Equivalent Brush Grade of M/s Mersen India Pvt Ltd.	Unit Basic Price (Rs.)
1	House Exciter	894A504001	2(9.5x 38x 60.8)	T416	EG359MD	191.00
2	Hoist/Drag Motor	36A164452AA020 /15030831	2(11 x 38 x 83)	T500	EG359ME	405.00
3	Swing Generator	36A164452BA022 / 62011105	2(11 x 38 x 83)	T416	EG359MD	405.00
4	Swing /Walk Motor	36A164453AA020 / 15030832	2(12.7 x 38 x 83)	T500	EG359ME	456.00
5	Hoist/Drag Generator (Single Track)	36A164453BA022	2(12.7 x 38 x 83)	T416	EG359MD	418.00
6	Hoist/Drag Generator (Double Track)	36A173550BA001 / 62017167	2(12.7 x 79 x 83)	T416	EG359MD	570.00
7	Syn. Motor Exciter	894A505001	15.87 x 31.75 x 60	T416	EG359MD	125.00
8	Synchronous Motor	36A17500AA001 / 62011295	19.05 x 31.75 x 77	R318	EG353Y3	255.00

Technical Parameters

Sl No	Parameters	Value (For Brush Grade T416) as per NIT	Value (For Brush Grade T500) as per NIT	Value (For Brush Grade R318) as per NIT	Allowed Tolerance (As per IS 13584:1993)	Value (For Brush Grade EG359MD) of M/s Mersen India Pvt Ltd	Value (For Brush Grade EG359ME) of M/s Mersen India Pvt Ltd	Value (For Brush Grade EG353Y3) of M/s Mersen India Pvt Ltd
1	Co-efficient of Friction(μ)	0.22-0.40	0.22-0.40	0.22-0.40	----- -	0.22-0.40	0.22-0.40	0.22 – 0.40
2	Shore Hardness	60	56	-----	$\pm 15\%$	66	64	-----
3	Specific Resistance/ Resistivity ($\mu\Omega$ -m)	76	76	25	$\pm 25\%$	61	61	25
4	Normal Current Density(A/cm ²)	12.5	12.5	10	----- -	12	12	10
5	Contact Drop / Voltage Drop(V)	≥ 1.7	≥ 1.7	1.2- 1.7	----- -	≥ 1.7	≥ 1.7	≥ 1.7
6	Transverse Strength (Kg/ cm ²)	190	141	225	$\pm 20\%$	210	220	220
7	Apparent Density/Bulk Density (g/cc)	1.62	1.57	1.75	$\pm 5\%$	1.63	1.65	1.75

Asst. Manager (MM)

Sr. Manager (MM)