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|  CERTIFICATION INTERNATIONAL ISO 9001:2000 Cert No: CI10501 |  UKAS QUALITY MANAGEMENT 063 | 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 |  कोयला संस्थान Coal India |  THE GLOBAL COMPACT |
|--|---|--|--|---|

Ref : 63617988/16-17/116A1023

Date : 03/11/2016

RATE CONTRACT
(VALID FOR TWO YEAR)

| | |
|---------------------------------------|-------------------------------|
| To | |
| M/s RRL Steels Ltd., | (REGD. POST) |
| 4 BBD Bag (East), Stephen House, | FAX No. 033-22306460 |
| 3 rd Floor, Room No. 47/1, | Category of Enterprise: SMALL |
| KOLKATA – 700001 | VENDOR CODE : R0127 |

Sub: Rate Contract for supply of Crawler Shoe Assy. for P&H 1900 AL Shovels.

- Ref:** i) Our Tender No. NCL/SGR/MMD/RC Crawler Shoe Assy /116A1023/17 dtd. 11.05.2016, opened on 12/07/2016.
 ii) Your Offer and subsequent shortfall documents submitted through e-procurement portal of CIL against tender id: 2016_NCL_37732_1.
 iii) your letter No. RSL/SL/NCL/HQ/16-17/26 dtd 22/08/2016 &
 iv) your letter No. RSL/SL/NCL/HQ/16-17/28A dtd 26/09/2016.

Dear Sir,

With reference to above, we are pleased to enter into a Rate Contract with you for supply of Crawler Shoe Assy. (in sets) for P&H 1900AL Shovels 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 hereunder:-

| Sl No. | Description | Part No. | Unit of Measurement | Basic Unit Price (Rs) |
|--------|---|-----------------------|---------------------|-----------------------|
| 1 | Crawler Shoe Assy. in assembled form for P&H 1900AL Shovels | 100P1102F1 / L1963F91 | Set | 23,50,000.00 |

Make: RRL Steels Ltd & Logo: RSL

One set of Crawler Shoe Assy. (Part No. 100P1102F1 / L1963F91) in assembled form consists of following:-

| Sl.No. | Description | Part no. | Qty. |
|--------|------------------|----------|---------|
| a) | Crawler Shoe 42" | 24J257M1 | 44 Nos. |
| b) | Link Pin | 19T5609 | 88 Nos. |
| c) | Spacer | 19T4505 | 44 Nos. |
| d) | Hex. Nut | 2045V010 | 88 Nos. |
| e) | Hex HD Cap Screw | 0626V166 | 88 Nos. |
| f) | Lock Washer | 3615V017 | 88 Nos. |

TERMS & CONDITIONS:

- 1. Basis of Price:** The above price is inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges etc. on FOR Destination basis & shall remain firm till completion of supplies against the Supply Orders placed within the validity of this Rate Contract.

2. **Excise Duty/CENVAT CREDIT:** Excise duty shall be paid extra at actuals at the legally applicable rate at the time of supply which is presently applicable @ 12.5%. you will be required to submit CENVAT invoice for availing CENVAT credit by NCL.

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 & Commissionerate alongwith other details as detailed below:-

| Clean Energy Cess Regn. No./ Excise Regn. No. | 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 shall be passed on to Northern Coalfields Ltd.

3. **Sales Tax:** Central Sales Tax (Concessional) will be payable extra at actuals as 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 Consignee.

4. **Entry Tax:** Entry Tax will be payable extra directly to M.P. State Govt. Authority by the concerned Area Finance Managers against the supply orders placed by consignees situated in the state of MP. Present rate of Entry Tax is @ 1%. No Entry Tax is payable against supplies to consignees located in U.P. where Way Bill shall however be provided by respective consignees of U.P.

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. **Duration of RC:** The Rate Contract will remain valid for a period of **two years** from the date of its issue.

6. **Essence of RC:** This being a Rate Contract wherein the Price, Terms & Conditions of the Rate Contract is fixed during the Validity of this Rate Contract but the tentative Annual off take quantity of 34 sets is not fixed and is indicative only which may vary depending upon the requirement as may arise during the validity period of Rate Contract. Materials are to be supplied on placement of Supply Orders by the respective Direct Demanding Officers (DDOs) within their respective off-take quantity against valid RC on as & when required basis.

7. **Performance Bank Guarantee:** You are advised to submit Performance Bank Guarantee for **Rs. 1,84,23,400.00** (Rupees One Crore Eighty Four Lakh Twenty Three Thousand Four Hundred only) in the form of Bank Guarantee in our standard format of Bank Guarantee from any Nationalized/Scheduled Bank in India for Performance Guarantee i.e Annexure –M of NIT to cover both satisfactory performance and warranty/guarantee of the products which shall be valid for a period of 60 months from the date of conclusion of this Rate Contract with the provision to extend its validity suitably to cover the guarantee/warranty of 8000 working hours or 24 months from the date of fitment & commissioning or 30 months (with additional grace period of 3 months) from the date of receipt and acceptance of materials at consignee's end whichever is earlier in case of non-completion of Warranty period in terms of Working Hours as per Clause No. 15 of this Rate Contract. The performance Bank Guarantee shall be released after fulfillment of all the contractual obligations including Warranty/Guarantee conditions stipulated in this Rate Contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/encash the Performance Bank Guarantee.

8. **Delivery**: Within 03 (Three) months from the date of placement of Order by various DDOs of respective projects on as & when required basis on FOR Destination basis.
9. **Consignee** : Regional Stores, Kakri, Khadia, Dudhichua Projects in UP and Jayant, Nigahi, & Jhingurdha Projects in MP.
10. **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, Regional Stores, Kakri, Khadia, Dudhichua Projects in UP and Jayant, Nigahi & Jhingurdha Projects in MP.
11. **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.
12. **Paying Authority**: The Area Finance Manager, Kakri, Khadia, Dudhichua ,Dist. Sonebhadra (for U.P. projects) and Jayant, Nigahi, & Jhingurdha, Distt-Singrauli (for M.P. projects).
13. **Your Banker's Name & Account No.** : State Bank of India, SME N S Road Branch,9 Brabourne Road Kolkata-700 001, CC A/c- No. 10687248243, IFSC Code- SBIN0015197
14. **Parallel Rate Contract** : Northern Coalfields Limited, reserves the right to conclude parallel Rate Contract with other suppliers. 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.
15. **Warranty / Guarantee** :
 You shall give a warranty of satisfactory performance of the unit supplied by you for a period of 8000 Working Hours or 24 months from the date of fitment & commissioning or 30 months from the date of receipt and acceptance of materials at consignee's end whichever is earlier. If any defect is found/occurs due to faulty materials, design or workmanship you will 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(s), 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.
 If it becomes necessary for you to replace or renew any defective part(s), warranty replacement should be completed within reasonable period, maximum within one month from the date of claim based on joint inspection free of cost up to consignee's end. All cases of warranty replacements to be decided on the basis of joint inspection of failed goods held between user's representative and supplier's representative.
16. **Submission of Bills** :
- A. Following documents shall be submitted to the consignee :
- i) Consignment No.
 - 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) Any other documents/certificates 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) Copy of the Consignment Note/Warranty /Guarantee Certificate/Copy of the Inspection Note wherever required.
 - iii) Any other documents specified in the order.

- 17. 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 materials should conform to the requirement of Carrier.
- 18. Inspection:** Materials to be supplied shall be of the best quality, workmanship and shall be in accordance with the specification laid down in the supply order. Final Inspection will be carried out at respective consignee's end by respective SO(Excv) after receipt of materials at site. The spare parts found defective or not in accordance with the specification mentioned in the Supply Order will be rejected and intimated to you for replacement within 30 days from the date of receipt of intimation
- 19. Mode of Despatch:** By Road transport only on Door Delivery basis at your risk. Safe arrival of the items at the consignee's end will be the responsibility of the Supplier. For the consignees in U.P. projects, Depot officer of the respective projects may be contacted for issue of Way Bill before dispatch of materials.
- 20. Lowest Price certificate:** You are required to submit following certificate along with your bill to respective Consignee & Paying Authority.
“The price charged by us against this order is the lowest and is same as applicable to other Government Departments/ Undertakings/ Other Organisations and are not higher than rates quoted / prices charged by us for same / similar items to other Customers.”
- 21. 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 should 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 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). 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) To purchase elsewhere, after due notice to you on your account and at your risk the stores not supplied or others of a 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 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/encash the Performance Bank Guarantee 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 other 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.
- 22. Price Fall Clause :** You shall undertake that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that offered in the present contract 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 you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the NCL.

23. Risk Purchase: In the event of your failure to deliver or dispatch 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/this Rate Contract, Northern Coalfields Limited., 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.

24. Identification Mark:

The manufacturer's distinctive identification mark / symbol and also serial No. size, type, product designation etc. if any, must be clearly embossed / engraved / punched on each and every item, as far as practicable and wherever possible, at a visible place which is not subject to normal wear and tear. Apart from this a tag may be attached to each part / item giving identification mark, part no., description, year and month of manufacture etc. The spares supplied to NCL should bear NCL identification mark. The word "NCL" must be embossed / engraved / punched. However, for specific item where it is not possible to emboss/punch/engrave, the marking may be done by metal marker or painting.

25. Technical Support and Service: In addition to normal after sales service, you will render prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the supplied spares. You will also ensure quarterly visit of your service personnel for smooth functioning of supplied items.

26. Fitment Certificate: You will furnish a fitment guarantee certificate that the items supplied by you are exact replacement / fully interchangeable to the original parts and will fit & function on the equipment for which these are intended for on one-to one basis against replacement of the respective items without any modifications to the existing system of the equipment and conform to performance guarantee as per OEM standards.

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 Court (MP) Only.

This Rate Contract shall be the sole repository of the Northern Coalfields Limited and will be governed by 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 as well as provisions of CIL Purchase Manual. 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 Rate Contract within 10 days. In case same is not received within this period, it will be presumed that you have accepted the same.

Yours faithfully,

(R. K. Raja)
Asst. Manager (MM)

(M A Siddiqui)
Chief Manager (MM)

Encl:

- Integrity Pact

Copy to :

- The Chief Vigilance Officer, Singrauli.
- The Dir (T)/OP, NCL
- The General Manager (Fin.), General Manager (Excv.): NCL Singrauli
- The GM-Jayant/ Nigahi./Dudhichua/Kakri/ Jhingurda/Khadia
- SO(Excv.)/AFM -Jayant/ Nigahi/Dudhichua/Kakri/ Jhingurda/Khadia
- Depot Officer-Jayant/ Nigahi/ Dudhichua /Kakri/ Jhingurda/Khadia.
- The GM(MM),ECL/BCCL/CCL/MCL/SECL/WCL/NEC/CIL.
- Shri Sewa Ram, IAS (Rtd), 660, Sector -26, Panchkula-134116 (Haryana).
- Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP).

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

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

| Sl. No. | Project | Annual off-take Limit |
|--------------|-----------|-----------------------|
| 1 | Jhingurda | 02 sets |
| 2 | Kakri | 04 sets |
| 3 | Khadia | 04 sets |
| 4 | Jayant | 04 sets |
| 5 | Dudhichua | 10 sets |
| 6 | Nigahi | 06 sets |
| Total | | 30 sets |

Besides the above project wise annual off-take qty. of 30 (Thirty) sets, balance annual off-take qty. of 04 (Four) sets will be under administrative control of GM(Excv.)/Hq. to cater exigency of user projects. However, the total annual order quantity should not exceed 34 (Thirty Four) sets in any case in one year against this RC.

This is issued against purchase proposal approved by NCL Board under item No. 208/D-6 communicated by Company Secretary vide ref No. NCL/Board/08(208)/524 dtd. 23/10/2016

(R. K. Raja)
Asst. Manager (MM)

(M A Siddiqui)
Chief Manager (MM)