

S.O: 63827016 /117A1056 dtd: 29 /04/2018

M/s JAINSONS (INDIA)

नॉदर्न कोलफील्ड्स लिमिटेड

(मिनिरात्न कंपनी)

(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited
(A Miniratna Company)

(A subsidiary of Coal India Limited)

Materials Management Department



CIN- U10102MP1985G01003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266388, (FAX) 266640 email: gmmm.ncl@coalindia.in website : www.nclcil.in

Ref: No. 63827016/117A1056

Dated: 29 /04/2018

Type of Tender	Category of firm	Status of firm	Item
Open Global	Private Sector	Proven Source	Spares for HEMM

FORMAL ORDER

To

<u>(REGD. POST)</u>	
M/s JAINSONS (INDIA),	Phone No. 09425161809
Opposite LIG -13	Email- jainsons.india@yahoo.com
PO - SINGRAULI	
DISTT- SINGRAULI - 486889	VENDOR CODE : J0242
MADHYA PRADESH	GSTIN: 23AGFPJ2474C1ZV

Sub: Supply of Lubrication Spares for 24/96 Dragline.

Ref:

1. Our Global Tender Enquiry No. NCL/SGR/MMD/Sec II/ 117A1056/48 dated 19.08.2017 (Tender ID 2017_NCL_75276_1), opened on 25.09.2017.
2. Your Offer submitted online (Bid ID: 225446 dated 23.09.2017) & subsequent Shortfall / confirmatory documents submitted online.
3. Your letter no. JI/2018 dtd. 20-03-2018

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of the following material(s) as per details given below. The supply shall be governed by the specifications, prices, terms & conditions mentioned here under and also unless otherwise specified as per General Terms & Conditions enclosed with the subject NIT.

SCOPE OF SUPPLY:

S.N.	NIT S.N.	Material Code	Description of Item	OEM Part No.	Unit Price	Quantity (in Nos.)	Extension Value
1	2	11301104205	MOTOR 7.5HPX1150RPM380V-3PH-50	94905851	₹ 32,000.00	3	₹ 96,000.00
2	14	11301983499	SWING OIL PUMP KH132M	94917383	₹ 32,000.00	6	₹ 192,000.00
Sub Total							₹ 288,000.00
Rupees Two Lakhs Eighty Eight Thousand Only							

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Make: - "JSL INDUSTRIES LTD"

TOTAL BASIC ORDER VALUE: ₹ 2,88,000.00/- (Rupees Two Lakhs Eighty Eight Thousand Only)

MAJOR TERMS & CONDITIONS:

1. **BASIS OF PRICE:** Prices mentioned are on FOR Destination basis. The prices are inclusive of Packing & Forwarding, Freight & Transit Insurance and any other charges up to destination, if any, shall be borne by you. The prices shall remain FIRM till completion of supplies.
2. **PACKING, FORWARDING CHARGES:** Nil. Packing of all the materials shall conform to the requirements of the carriers
3. **FREIGHT & INSURANCE CHARGES:** Nil. Safe arrival of materials up to destination will be your responsibility.
4. **Goods & Services Tax (GST):**
 - a) GST would be paid extra as applicable at the time of supply on Basic Rate. Present rate is (SGST @ 9% + CGST @ 9 %) i.e. 18.00% for MP consignee and IGST @ 18.00% for UP consignee.
 - b) GST Registration Number of NCL in case of supply for MP is 23AABCN4884H1ZE and in case of supply for UP is 09AABCN4884H1Z4. Your bills should bear this number to enable NCL to claim INPUT TAX CREDIT.
 - c) E-way bill - to be arranged by you.

In case of any increase in taxes and duties after expiry of the scheduled delivery period, the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.

5. **DELIVERY PERIOD:** Within 12 (Twelve) months from the date of receipt of supply order. However early delivery will be preferred. No material should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL.

6. CONSIGNEE & PAYING AUTHORITY:

SN	NIT S.N.	Description of Item	OEM Part No.	Quantity (in Nos.)	Consignee	Paying Authority
1	2	MOTOR 7.5HPX1150RPM380V- 3PH-50	94905851	3	The Depot Officer, Regional Stores, Bina Project, Northern Coalfields Limited. P.O.: Bina Colliery, Distt. - Sonebhadra (UP) -231220.	The Area Finance Manager, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (U.P).
2	14	SWING OIL PUMP KH132M	94917383	4		
3	14	SWING OIL PUMP KH132M	94917383	2	The Depot Officer, Central Stores, Jayant Project, Northern Coalfields Limited, P.O. - Jayant Colliery, Distt- Singrauli, M.P. (India).	The Area Finance Manager, NCL HQ, PO: Singrauli Colliery, Distt- Singrauli (MP).

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7. SECURITY DEPOSIT:

You will have to submit Rs. 33,984.00 i.e. 10% of the Landed Value as Security Money in form of Bank Draft drawn in favour of Northern Coalfields Ltd., payable at SBI, Morwa Branch, Code 3767, Singrauli, MP or any scheduled Bank located at Morwa, Singrauli, M.P. or in the form of Bank Guarantee of any scheduled Bank / Nationalized Bank in the prescribed format of NCL.

Two weeks' time (15 days) shall be given to you to furnish the Security Deposit. In case you fail to deposit the Security Money, the order shall be cancelled and the case shall be processed to Order elsewhere and your performance shall be kept recorded for future dealings with you.

Security Money will be refunded to you within 30 days of satisfactory execution of the Supply Order / contract.

You may please note the following:

- The Bank Guarantees should be issued through Structured Financial Messaging System.
- Details for Beneficiary Bank under fields of SFMS –

SFMS Field No.	Details
7035	IFSC Code: ICICI0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

- Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
- If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

- TERMS OF PAYMENTS:** 100% payment including all taxes and duties shall be made by Paying Authority within 21 days from the date of receipt and acceptance of materials at site or submission of Bills complete in all respects, whichever is later. The payment will be made by “Electronic Fund Transfer” (EFT) or e-payment through RTGS for which you are requested to indicate your EFT A/C no., Name of Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

9. BANK DETAILS OF FIRM:

a	Account Name/ Beneficiary Name	JAINSONS INDIA
b	Banker's Name	STATE BANK OF INDIA
c	Branch	MORWA
d	Address, City/Town, District, State	SINGRAULI
e	Account type	CURRENT
f	IFSC Code	SBIN0003767
g	Account Number	10773222703

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10. **SUBMISSION OF BILLS:** 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with following documents:-
- Received Challan/ Consignment Note
 - Warranty/Guarantee Certificate.
 - Lowest Price Certificate.
 - Any other documents specified in the order.
- A set of above documents should be submitted to the consignee and to this office as well.
11. **PACKING:** Packing of all the materials should conform to the requirements of the carriers. 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.
12. **MODE OF DESPATCH:** By Road. Safe arrival of the materials at the Consignee's end will be the responsibility of the Supplier. All consignments should be booked to Consignee & not to Selves.
13. **WARRANTY/GUARANTEE:**
- You shall give a guarantee / warranty for satisfactory performance of the supplied materials for a period of 12 months from the date of fitment on equipment or 18 months from the date of receipt & acceptance of offered unit at consignee's end whichever is earlier.
- You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arising from 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 the supplier to replace or renew any defective part, such replacement or renewal shall be made by the supplier 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 supplier's representative.
14. **TECHNICAL SUPPORT & SERVICE:** In addition to normal after sales service, you will render technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the Spares supplied. Further, you have to ensure quarterly visit of your service personnel for smooth functioning of the supplied items.
15. **INSPECTION:** Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order. Final inspection will be carried out by authorized representative of GM(Excavation) / HOD, NCL at the consignee's end.
16. **RISK PURCHASE:**
- In the event of failure of the supplier 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, Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and

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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 the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited. GST will be charged / levied on Risk Purchase as per the provision of GST Act Rule thereon.

17. LIQUIDATED DAMAGES:

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.
- g) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.
- h) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

18. FORCE MAJEURE CONDITIONS: If the execution of the Contract/supply order is delayed beyond the period stipulated in the supply order, as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power Failure / Cuts cannot be taken as Force Majeure Conditions.

The supplier 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

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right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

For delay arising out of Force majeure, the supplier will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

19. PRICE FALL CLAUSE:

You shall confirm that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that 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 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 NCL, if the contract has already been concluded.

20. LOWEST PRICE CERTIFICATE:

You will certify on the body of the bill that the price (s) charged by you for the items covered in the bill is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

You will also certify that the prices charged are not higher than prices charged by you for same items to other customers.

21. IDENTIFICATION MARK:

- a) The manufacturer's distinctive identification mark / symbol as 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 subjected 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.
- b) The Spares supplied to NCL should bear NCL identification mark. The word "NCL" must be embossed/ engraved/ punched. For specific item where this is not possible, the marking may be done by metal marker or painting also.

22. FITMENT GUARANTEE CERTIFICATE:

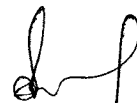
You will furnish a Fitment Guarantee Certificate along with supply that the item supplied by you against the subject Supply Order is exact replacement of / fully interchangeable to the original parts and will fit & function properly on 24/96 Draglines, running in Northern Coalfields Limited, without any modification and conform to the performance guarantee as per OEM standards.

23. JURISDICTION OF COURT:

Any dispute arising out of or in respect of the contract will be subject to the Jurisdiction of Singrauli Court Only.

Apart from the above terms and conditions the supplies will also be governed by the other conditions of NIT and also "General Terms & Conditions of Supply of Stores" issued along with our NIT.

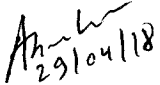
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You are requested to kindly acknowledge receipt and acceptance of order within 15 days from the date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

FOR & ON BEHALF OF NORTHERN COALFIELDS LIMITED


(A. Kumar)
Dy. Manager (MM)


(S.K. Agrawal)
Chief Manager (MM)

Copy to:

- The Chief Vigilance Officer, NCL, Singrauli
- DT (Op), NCL, Singrauli
- GM (Excv.)-HOD / GM (Finance) Incharge / GM (MM) Purchase - HOD / GM (MM) Stores, NCL HQ, Singrauli.
- GM / SO (Excavation) / SO (MM) : Bina / Dudhichua / Jayant
- The Depot Officer - Central Stores, Jayant / Regional Stores, Bina Project.
- The Area Finance Manager - NCL HQ / Bina Project.
- The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.
- Progress Cell, MM Department

This is issued against Annual Material Budget of 24/96 Draglines for the year 2016 – 2017 for procurement of Lubrication Spares and sanction communicated by Manager (Excv) / SPMC, HQ vide ref.no. EX/SGR/353/2016/1794 dated 05/02/2017 & Indent Registration No. 117A1056 dated 17.08.2017. The Landed Value is ₹ 3,39,840.00

B.C. No.

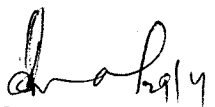
BC Details	Date	Total Budget
NCL/HQ/BC/2018-19/HEMM Spares /Centralised/12	09.04.2018	₹ 40,91,416.30

F.C. No.

FC Details	Date	Total Budget
NCL/HQ/FC/2018-19/ Centralised HEMM Spares /01	09.04.2018	₹ 40,91,416.30

This is issued with the concurrence of Associate Finance to GM(MM) Purchase / HOD & approval of GM(MM)/Purchase/HOD, NCL


Dy. Manager (MM)


Chief Manager (MM)
NCL, Singrauli