



Northern Coalfields Limited  
 (A Govt. of India Enterprise)  
 A Subsidiary of Coal India Ltd)  
 Materials Management Department  
 P.O.Singrauli Colliery, Dist.Singrauli(MP) 486889  
 Ph: 07805-266606/256261 Fax: 266388/266640  
 Website : [www.nclcil.in](http://www.nclcil.in) / [www.tenders.gov.in](http://www.tenders.gov.in)

Ref: No. 63716001/217A1003

Date : 10.04.2017

**FORMAL ORDER**

To

<b>M/s. Chopda Stores, Golchha Marg, Sadar Bazar, Nagpur - 440001</b>	<b>Vendor Code – C 0129 Contact No. 9372488170 Fax no.-0712-2563004 PCC: By Regd. Post</b>
-----------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

Dear Sirs,

**Sub: Formal Order for Supply of Photo Copier Paper ( A-4 Size).****Ref : Your offer letter No. NIL dated 25.03.2017 against WCL Rate contract No: 40621997B dated 30.06.2016**

With reference to the above, we hereby place our formal Supply Order on you for Supply of Photo Copier Paper ( A-4 Size), which shall be governed by the specifications, prices, terms and conditions mentioned hereunder and also unless otherwise specified as per “General Terms and Conditions of Supply of Stores” of the NIT :-

Sl No.	Item Description	Qty in Ream	Basic Rate (Rs./Ream)	Extended Value in Rs.
1	Photo Copier Paper,75 GSM (500 Sheets in 1 ream), Superwhite, Smooth surface, very good strength, Free from paper dust & foreign Particles, All edges shod be sharp & right angle to each other with original mill packing. Size of paper – 210 mm x 297 mm (A-4 Size), suitable for all kind of Photo Copier Machines, Gross Weight should not be less than 2.25 Kg/Ream, <b>BRAND “TRIDENT MAKE SPECTRA COPIER PAPER”</b>	6608	143.66	949305.28

**(Rupees Nine Lakhs Forty Nine Thousand Three Hundred Five and Paise Twenty Eight only)**

## **TERMS & CONDITIONS**

**1. BASIS OF PRICE :** The above Prices are inclusive of Packing , Forwarding, Freight and Transit Risk insurance charges etc on FOR Destination basis. The prices shall remain firm till completion of supplies.

2. **Excise Duty** : Not Applicable. If applicable, it shall be borne by you.

3. VAT: Shall be paid extra at actuals, as legally leviable at the time of supply which is presently applicable @ 6%.

**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.**

4. **DELIVERY PERIOD:** Within 01 (One) months from the date of this Supply Order. Date of receipt of Stores at consignee premises will be taken as the date of delivery. No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL. However, early delivery is preferred.

5. **CONSIGNEE:** The GM(P/Admn) , NCL HQ, Singrauli, M.P. 486889.

6. **PAYMENT TERMS:** 100% payment shall be released within 21 days 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 through Electronic Fund Transfer (EFT) or e-payment.

7. **PAYING AUTHORITY :** The Area Finance Manager, NCL HQ, Singrauli, M.P. 486889.

8. **BANKER'S NAME :** Bank of India, R.T. Road Branch, Civil Lines, Nagpur-440001, Account Number 870930100001019, IFS Code BKID 0008709, Nature of Account Cash Credit.

9. **SUBMISSION OF BILLS:** 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents :--

- (i) Receipted Challan
- (ii) Guarantee/Warranty Certificate
- (iii) Maker's Test-cum-Inspection Certificate if applicable.
- (iv) Any other document required as per order duly authenticated

A set of above documents should also be submitted to the consignee.

**10. PACKING :** 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 Carriers.

**11. MODE OF DESPATCH & ROAD PERMIT :** By Road transport only on Door Delivery basis at your risk and cost. Safe arrival of material at consignee's end will be responsibility of the supplier.

**12. SECURITY DEPOSIT:** You are advised to submit security money for Rs 1,01,633.00 (Rupees One Lakh One Thousand Six Hundred Thirty Three only) within 15 days from the date of receipt of Supply Order. The security deposit should be submitted in the form of Bank Demand Draft payable at SBI, Morwa Branch (Code 3767), Singrauli, MP /or at any bank located at Morwa, Singrauli, MP / or in the form of Bank Guarantee drawn on any nationalized bank / Scheduled Bank in a prescribed Format (i.e. as per Annexure J of NIT) The validity of BG for security deposit will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15 (fifteen) days from the date of receipt of order, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings. The security deposit shall be refunded within thirty days of satisfactory execution of the contract on your request. For contractual failure, the security money shall be forfeited.

**13. LOWEST PRICE CERTIFICATE:** You shall submit a certificate on the body of each bill stating that “the price charged by us against this contract is the lowest and is the same as applicable to other Government departments / Undertakings/CIL and its subsidiaries./ Other Organisations and are not higher than the rates quoted/ Prices charged by us for same items to other customers”

**14. INSPECTION** Final inspection of materials shall be carried out by authorized representative of GM(P/Admn) / NCL HQ after receipt of Material at consignee's end. The stores found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement within 30 (thirty) days from the date of intimation.

**15. 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 & 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). Where felt necessary the limit of 10 % can be increased to 15 % at the sole discretion of GM(MM)/NCL HQ.

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 agreed liquidated damage 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 to the suppliers, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or 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.

**16. RISK PURCHASE:** In the event of failure of 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, Northern Coalfields Limited have 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 mentioned clearly 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 at NCL and also in any other Subsidiary Company/Coal India Ltd.

**17. PRICE FALL CLAUSE:** You should certify that at any point of time during the period of execution of supply of the contract of the CIL/Subsidiary Companies, supplies 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 CIL/Subsidiary Companies 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 CIL/Subsidiary Companies (first contract) is concurrent with supply of another contract by the same supplier 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.

**18. WARRANTY/GUARANTEE:**

You shall be fully responsible for manufacturer's warranty in respect of quality of material. You shall replace such stores which may require replacement under above warranty, free of cost to the purchaser within 30 days from the date of receipt of complaint.

**19.**The supplier shall warrant that the item(s) supplied under this contract / supply order:

- (a) Is new, unused and or of current design not likely to be discontinued or become obsolete in near future.
- (b) Is in accordance with the Contract Specifications
- (c) Shall have no defects arising out of design, materials and workmanship.

**20.** Apart from the above terms & conditions, this Supply Order order will also be governed by the "General Terms & Conditions of Supply of Stores" enclosed with the

NIT and all the terms & conditions of NIT as well as Provisions of CIL Purchase Manual unless otherwise specified in this Supply Order.

**21. Jurisdiction of Court** : All disputes are subject to jurisdiction of “Singrauli Court” only.

The contract is concluded with this acceptance. You are requested to kindly acknowledge receipt and acceptance of order within 10 days from the date of issue of order. In case, no reply is received within the above period, it will be presumed that the order has been accepted by you without any precondition.

Yours faithfully,  
For and on behalf of Northern Coalfields Limited,

( Prateek Singh)  
Asst. Manager(X/MM)

(D Dhanabalan)  
Sr. Manager(MM)

**Copy to:**

1. CVO, NCL (HQ)
2. Sr. Officer (Sectl) to Dir (T/Oprns), NCL(HQ), Singrauli
2. GM(E&M)/GM(Stores)/GM(Fin)I/C-- NCL(HQ), Singrauli
3. GM(MM): CIL/ECL/BCCL/CCL/WCL/SECL/MCL
4. GM (P/Admin), Northern Coalfields Limited, HQ, Singrauli
5. The Area Finance Manager(HQ), Northern Coalfields Limited,

This is issued against GM(P/Admn) NCL indent Ref.No. NCL/SGR/Admn/Sty/15 dated /07/2015 and following BC & FC Nos.:-

**BC No.:-** HQ/BC/REV/Misc/2017-18/07/18dated 06.04.2017 for Rs 10,16,326.23

**FC No:-** AFM (HQ)/2017-18/Misc/18 dated 06.04.2017 for Rs 10,16,326.23

( Prateek Singh)  
Asst. Manager(X/MM)

(D Dhanabalan)  
Sr. Manager(MM)

