

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मनी रत्न कम्पनी
सामग्री प्रबन्धक विभाग
पो० ओ० सिंगरौली कोलियरी
जिला सिंगरौली , म०प्र० 486889
फैक्स नं० 07805-266388 /266640



Northern Coalfields Limited
(A Mini Ratna Company)
PO- Singrauli Colliery,
Distt- Singrauli, MP- 486 889
(An ISO 14001,ISO 9001,OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



Ref: 63646 055/115A1146/Pt-I

Dated: 16/08/2016

SUPPLY ORDER

By Speed Post

To

M/s. Sutlej Ropes Private Ltd	Tel no-022-22661775/0325
Jash Chamber, 2nd Floor	Fax No.-022-22664444
Sir P.M. Road Fort	Category of Enterprise: SMALL
Mumbai -400001	Vendor Code : S1505

Sub: Formal order for supply of Engineering Wire Ropes.

- Ref:** 1. Our Limited Open Tender No. NCL/SGR/MMD/WIRE ROPES/115A1146/Pt-I/16
Date:16.05.2016, opened on 27/05/2016.
2. Your offer dtd. 23/05/2016 submitted through e-procurement portal of CIL against tender id: 2016_NCL_37855_1

Dear Sirs,

With reference to the above, we hereby place our formal Order on you for supply of following materials as detailed below. The supply shall be governed by the specifications, prices, terms & conditions mentioned hereunder and also unless otherwise specified as per as per “General terms & Conditions for Supply of Stores” enclosed with the NIT.

Scope of Supply:

Sl No	NIT Sl. No.	Specification Parameter of “USHA MARTIN” make Steel Wire Ropes	Qty (Mtrs)	Basic Price/Metre. (Rs)	Extended value (Rs.)
1	1	Steel wire rope of 38mm Dia, Ungalvanized, preformed,6x36, IWRC,RHL, 1770 Grade as per IS:2266/2002 or latest revisions ,Cut length 2x73.2 mtr. Application:-Hoist Rope, P&H 1900AL shovel.	2049.60	347.00	711211.20
2	2	Steel Wire rope,38mm Dia,Ungalvanized,preformed,6x36, IWRC,RHL, 1770 Grade as per IS:2266/2002 or latest revisions. Cut-length 2x68 Metre , Application-Hoist Rope, BE 195	544.00	347.00	188768.00
3	3	Steel Wire rope, 52mm Dia,Ungalvanized,preformed,6x36, IWRC,RHL, 1770 Grade,As per IS:2266/2002 or latest revisions. Cut-length 2x95 Metre , Application-Drage rope, Dragline	190.00	714.00	135660.00
Make: SUTLEJ				Total Basic Value (Rs.)	10,35,639.20

Basic Order Value: Rs. 10,35,639.20 (Rupees Ten Lakhs Thirty Five Thousand Six Hundred Thirty Nine and Paise Twenty Only)

TERMS & CONDITIONS:

- 1. Basis of Price:** The Prices are on FOR Destination basis, inclusive of Packaging, Forwarding and Transit Risk Insurance charges. Safe arrival of materials at destination will be your responsibility. Freight Charges shall however be paid extra as indicated in the subsequent Clause below. Prices shall remain firm till completion of supplies.

2. **Excise Duty:** Excise Duty shall be paid extra at actuals at the legally applicable rate at the time of supply which is presently applicable @12.50%. 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 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. **Freight Charges:** Shall be paid extra @Rs. 11.20 per mtr for item No. 1 & 2 and @ Rs. 17.00 per mtr for item No. 3 against documentary evidence up to the consignee's end on door delivery basis or at actuals whichever shall be lower.
5. **Entry Tax:** Payable extra to the M.P. State Govt. authority by NCL directly as applicable. Present rate of Entry Tax is @1% for supplies to Jayant Project in MP only. Entry Tax is not applicable for supply to Bina Project in UP.
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.
6. **Delivery Period:** The supply should commence within one month after receipt of supply order and should be completed within 6 (Six) months. 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. Date of receipt of stores at consignee's premises will be taken as date of delivery.
7. **Payment Term:**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. You are requested to indicate EFT No. and other relevant details in your bill(s)
8. **Paving authority:** Area Finance Manager of respective Projects i.e. AFM Jayant & Bina Project for supplies in Regional Stores Jayant & Bina respectively.
9. **Bank Details:** Axis Bank Ltd , Fort Branch Mumbai, Maharastra, Type of Account : Current, Account No. 4010200782791 , IFSC Code : UTIB0000004.
10. **Security Deposit:** You are advised to submit Security Money for **Rs. 1,23,300.00** (Rupees One Lakh Twenty Three Thousand Three Hundred only) in the form of Bank Draft in favour Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767), Singrauli (MP) or at any Nationalised/Scheduled Bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalised Bank in the prescribed format of Bank Guarantee for Security Deposit i.e Annexure-J of NIT. Bank guarantee should be valid for a period of three months beyond the stipulated delivery period. In case you fail to deposit the

security money, the supply order may 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 Order. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

11. Performance Bank Guarantee:

You shall submit Performance Bank Guarantee for 10% of the landed value of the Order i.e. for **Rs.1,23,300.00** in the form of Bank Guarantee in our standard format of Bank Guarantee for Performance Guarantee i.e Annexure–K of NIT to cover both satisfactory performance and warranty/guarantee of the products which shall be either valid for a period of 21 months from the date of receipt and acceptance of materials at consignee’s end or suitably cover the guarantee/warranty in terms of working hours as per Warranty/Guarantee Clause No. 12 of this Supply Order, whichever occurs earlier.

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided its validity conforms to the above provisions of Performance Bank Guarantee.

Wherever Security Money shall be treated as performance coverage of the contract, the operation of Security Money BG / PBG shall be guided by the stipulated Performance Bank Guarantee Clause .

12. Warranty/Guarantee:

You shall be fully responsible for manufacturer’s warranty in respect of proper design, quality and workmanship of goods for a period of 18 months from the date of receipt and acceptance of materials at consignee end or below mentioned working hours whichever occurs earlier:

Sl.No.	Description/Size	Cut length x No. of length in one set	Warranty in Working hrs.
1	Steel Wire rope,38mm	73.2mtrx2	400
2	Steel Wire rope,38mm	68mtrx2	400
3	Steel Wire rope,52mm	95mtrx2	900

The above minimum warrantee hrs. shall be considered on batch basis of respective ordered items.

In case of premature failure attributable to the above mentioned reasons, you shall have to replace the defective items at no cost to NCL.

Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim at no cost to NCL. All cases of warranty replacements will be decided on the basis of joint inspection of the failed wire rope held between the user’s representative and your representative. You must send your authorized representative for such joint inspection immediately on receipt of communication from the user project/consignee but positively within one month

13. Inspection :

Final Inspection of the materials shall be carried out by authorized representative of GM(ExcV)/NCL after receipt of materials at consignee’s end.

14. Consignee & Consignee-wise Break-up of Quantity : As given below , However NCL reserves the right to change consignee or the quantities of respective consignee.

Sl No .	NIT Sl. No.	Specification Parameter	Ordered Qty (Mtrs)	Qty (Mtrs) to be supplied to Depot Officer R/S Bina	Qty (Mtrs) to be supplied to Depot Officer R/S Jaynat
1	1	Steel wire rope of 38mm Dia, Ungalvanized, preformed,6x36, IWRC,RHL, 1770 Grade as per IS:2266/2002 or latest revisions ,Cut length 2x73.2 mtr.	2049.60	1024.80	1024.80
2	2	Steel Wire rope,38mm Dia,Ungalvanized,preformed,6x36, IWRC,RHL, 1770 Grade as per IS:2266/2002 or latest revisions. Cut-length 2x68 Metre	544.00	272.00	272.00
3	3	Steel Wire rope, 52mm Dia,Ungalvanized,preformed,6x36, IWRC,RHL, 1770 Grade,As per IS:2266/2002 or latest revisions. Cut-length 2x95 Metre	190.00	190.00	Nil

15. 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 –cum- Inspection Certificate
- vi) Price Fall Clause certificate
- vii) 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) Certificate for Price Fall Clause.
- iii) Copy of the Consignment Note/Warranty /Guarantee Certificate
- iv) Manufacturer's Test –cum- Inspection Certificate
- iv) Any other documents specified in the Order.

16. Packing: All the ropes should be properly lubricated with suitable greases for rust prevention, properly coiled in wooden reels of adequate strength covered by thick sheet of plastic / water resistant material laying subsequently by sheet of gunny or hessian. Uppermost layer should be tied properly with manila rope. The flange of reels should be adequately protected to prevent damages during unloading & handling. Each reel should be properly marked with particulars like Rope Diameter, Cut length, Construction, Manufacturer's name, P.O No. & Date, Tare weight & Gross Weight. Consignment should be securely packed & marked as per standard practices/ BIS Norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

17. Mode of Despatch & Road Permit: Road transportation on Door Delivery basis at your risk. At present no road permit will be required for dispatching the material to NCL projects located in M.P. The consignee located in UP Area would provide necessary Road Permit/Form-31 to the supplier on request from time to time to facilitate dispatch of materials.

18. Lowest Price Certificate : You shall furnish the following certificate to the consignee/ paying authority along with the bill:

“We certify that the prices charged by us against this supply order are the lowest and are same as applicable to other Government Departments/Undertakings/ Other Organisations and are not higher than rates quoted / prices charged by us for the same / similar items to other Customers.”

19. Risk Purchase: In the event of your failure to deliver or dispatch the stores within the stipulated date/period of 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 you at your risk and cost. It is mentioned clearly that in the event of your failure as detailed above, the cost of 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 Limited.

20. Liquidated Damages Clause: In the event of failure to deliver or despatch 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 the 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 the security deposit fully or partly.
- 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.

21. 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.

22. Technical Support & Services: You will have to render technical support and services to ensure proper usage, maintenance and satisfactory performance of ropes supplied by you.

23. Jurisdiction of Court: All disputes are subject to jurisdiction of "Singrauli court" only.

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

- (a) Is new, unused and of current design of best quality and Workmanship.
- (b) Is in accordance with the Contract Specifications
- (c) Shall have no defects arising out of design, materials and workmanship.

25. BIS License: You shall have to submit self authenticated valid copy of BIS Licence conforming to IS: 2266/2002 with its latest revision for ordered sizes of Wire Ropes with each consignment.

This order will also be governed by the "General Terms & Conditions for Supply for Stores" enclosed with our NIT and all the terms & conditions of NIT as well as provisions of CIL Purchase Manual will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) 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 without any precondition.

Yours faithfully,

For & On Behalf of Northern Coalfields Limited

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

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

Encl:

(i) Project wise distribution for **Internal use.**

Copy to:

1. The Chief Vigilance Officer, NCL, Singrauli
2. Dir(T)/OP, NCL
3. The GM(Excvt.), General Manager (Fin.)/ NCL, Singrauli
3. The GM/AFM/Depot Officer - Jayant/Bina Projects , NCL.
6. The GM/Depot Officer/AFM – Amlori , Nigahi , Jhingurda , Dudhichua , Khadia , Kakri.
7. The GM(MM), CIL/SECL/BCCL/ECL/MCL/ CCL/WCL/NEC.

This Supply Order is issued against partial requirement of MB 2015-16 communicated by GM(MM)(Stores) vide Letter No. NCL/SGR/Stores/MB/15-16/4865 dated 03.02.2015, Indent Regn. No. 115A1146 dated 15.12.2015. Purchase proposal has been concurred by AF Dir(T)/OP and approved by Dir(T)/OP. Budget is certified by Finance, NCL (HQ) vide BC No. NCL/HQ/C&B/Centralized/BC/Other Stores/2016-17/09/dt. 10.08.2016 and FC No. NCL/HQ/FC/2016-17/Other Stores/Centralised/09/ dt. 10.08.2016 for Rs. 12,32,881.04

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

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