

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरातन कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

सामग्री प्रबन्धक विभाग / 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.gov.in website : www.nclcil.in

FORMAL ORDER

Ref. No. 63717032 / 21603109

Dated: 25.08.2017

M/s. Heavy Engineering Corporation Limited	Fax No: 0651-2401166 / 2400579 Phone No. 0651-2401438 / 2401410
Marketing Department, HMBP	PCC: By Regd. Post
Ranchi-834004	VENDOR CODE: H-0029 Type of Vendor: PSU

Sub: Supply of 01 (One) No. Walk Wheel Pinion of 24/96 Dragline.

Ref:

1. Our Global Tender Enquiry No. NCL/SGR/MMD/Sec. II/21603109/94 dated 20.02.2017, (Tender ID: 2017_NCL_63160_1) opened on 19.04.2017.
2. Your Offer submitted online (Bid ID: 188765 dated 03.04.2017) & subsequent Shortfall / confirmatory documents submitted online.
3. Your Letter No. HMB / MKTG / E.2 / NCL (HQ) / 2017 / 659 dated 26.07.2017

Dear Sirs,

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

Sl. No.	Part No.	Description	Mat. Code	Qty. (Nos.)	Unit Price (in INR)	Extension Price (in INR)
1	26052G3233	Walk Wheel Pinion	11301997514	01	34,50,000.00	34,50,000.00
Basic Supply Order Value (in INR)						34,50,000.00
(Rupees Thirty Four Lakh Fifty Thousand Only)						

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TOTAL BASIC ORDER VALUE: ₹ 34,50,000.00/- (Rupees Thirty Four Lakh Fifty Thousand Only)

GST would be applicable as per the relevant clause mentioned in this Supply Order.

Major Terms & Conditions

1. **BASIS OF PRICE:** Prices mentioned are on FOR Destination basis. Packing & Forwarding and Freight & Insurance 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.
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 at legally applicable rate at the time of supply within delivery period, which is presently @ 18%.
 - b) You will submit the invoice as per GST rules to avail Input Tax Credit, if any, which shall be certified by your Auditor at the time of supply.
 - c) You shall submit certificate from practicing Chartered Accountant having Certificate of Practice and valid Membership Number of ICAI that you have passed/will pass the benefit, if any arise in your input tax credit due to implementation of GST as per provision of section 171 of CGST Act.
 - d) GST Registration Number of NCL in case of supply for MP is 23AABCN4884HE1ZE. Your bills should bear this number to enable NCL to claim INPUT TAX CREDIT.
 - e) You will give an undertaking on invoice or as separate Annexure along with invoice that Invoice/ applicable GST returns has been/will be uploaded in GST Portal within due time as prescribe in CGST Act and CGST, SGST or IGST has been deposited as per the provision of GST Act and rules thereon.
 - f) You shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable NCL to avail input credit of **GST (CGST & SGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by you with requisite details.

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If input tax credit is not available to NCL for any reason not attributable to NCL, then NCL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by NCL to you.

Further in this case, NCL reserve the right to upload name and detail of such defaulter on NCL website and may also consider for giving holiday/debarring from participating tenders.

- g) Where NCL has the obligation to discharge **GST (CGST & SGST or IGST)** liability under reverse charge mechanism and NCL has paid or is /liable to pay **GST (CGST & SGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to NCL or ITC with respect to such payments is not available to NCL for any reason which is not attributable to NCL, then NCL reserve the right to deduct / recover such amounts against any amounts paid or payable by NCL to you.
- h) Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2A of NCL in the common portal of GST and after submission of documentary evidence deposition of GST Taxes and filing of GST Returns.
- i) E-way bill - to be arrange 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 09 (Nine) 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:** The Depot Officer, Regional Stores, Amlohri Project, Northern Coalfields Limited, P.O.- Amlohri Colliery, District – Singrauli, (M.P.), India
7. **SECURITY DEPOSIT:** Exempted, being PSU.
8. **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

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Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

9. **PAYING AUTHORITY:** The Area Finance Manager, NCL Amlohri Project, PO: Amlohri Colliery, Dist. - Singrauli (MP).

10. **BANK DETAILS OF FIRM:**

a	Account Name/ Beneficiary Name	Heavy Engineering Corporation Limited
b	Banker's Name	SBI
c	Branch	Morwa
d	Address, City/Town, District, State	Singrauli
e	Account type	Current
f	IFSC Code	SBIN0003767
g	Account Number	10773219257

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

- i.) Receipted Challan/ Consignment Note
- ii.) Warranty/Guarantee Certificate.
- iii.) Lowest Price Certificate.
- iv.) Any other documents specified in the order.

A set of above documents should be submitted to the consignee and to this office as well.

12. **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 rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

13. **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.

14. **WARRANTY/GUARANTEE:** You will give a warranty/guarantee for satisfactory performance of the supplied materials for 12 months from the date of Commissioning / fitment or 18 months from the date of receipt and acceptance at consignee's end, whichever is earlier.

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You will be responsible for any defect that may under the condition provided by the contract and under proper use, arise due to faulty materials, design or workmanship (excluding normal wear and tear) and shall remedy such defect at your cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement 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 will be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

15. **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.
16. **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 at the consignee's end.
17. **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 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.
18. **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.

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

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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.

20. 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.

21. 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.

22. 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.

23. 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.

24. ARBITRATION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public

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Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Deptt. of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

25. 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.

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,

(R Kumar)
Chief. Manager (MM)

(A.K. Singh)
General Manager (MM)

Copy to:

- DT (Op), NCL, Singrauli
- The Chief Vigilance Officer, NCL, Singrauli
- GM (MM) Purchase - HOD / GM (Stores) / GM (Excv.)-HOD / GM (Finance) Incharge , NCL HQ, Singrauli.
- GM / SO(Excavation) : Amlohri Project, NCL
- Consignee : The Depot Officer, Regional Stores, Amlohri Project, Northern Coalfields Limited, P.O.- Amlohri Colliery, District – Singrauli, (M.P.), India
- Paying Authority: The Area Finance Manager, NCL Amlohri Project, PO: Amlohri Colliery, Dist. - Singrauli (MP).
- The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.
- Progress Cell, MM Department

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Dated: 25.08.2017

This is issued against Indent No. BPR/000036/16-17 dated 06.04.2016 for procurement of Walk Wheel Pinion for 24/96 Dragline and sanction communicated by S.E.(Excv), HQ vide ref.no. EX/SGR/353/2016/842 dated 12.07.2016 & Indent Registration No. 21603109.

B.C. No.

BC Details	Date	Total Budget
NCL / HQ / BC / 2017-18 / HEMM Spares / Centralized / 22	10.08.2017	₹ 40,71,000.00

F.C. No.

FC Details	Date	Total Budget
NCL / HQ / FC / 2017-18 / HEMM Spares / Centralized / 13	10.08.2017	₹ 40,71,000.00

This issues with the approval of DT(Op), NCL.

Chief Manager (MM)

General Manager (MM)