



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 / www.tenders.gov.in

Ref: No. 63614115/116040014

Date : 29.12.2016

FORMAL ORDER

To

M/s. Krishna Agencies Near Circuit House, Singrauli -486889	Vendor Code – K0129 Contact No. 9424992804 PCC: By Regd. Post
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Dear Sirs,

Sub: Formal Order for Supply and Retrofitting of VCBs in place of existing OCBs of IWSS Khadia.**Ref : 1.Our Tender Enquiry No. NCL/SGR/MMD/sec I / 116040014/17 dated. 19-06-2016, opened on 01.07.2016****2. Your Offer No. 110857 dated 29.06.2016 and Letter of Bid No. KA/NCL/2016/94 dated 28.6.16 submitted against Tender ID 2016_NCL_40565_1****3. Your Letter No. KA/NCL/2016/94A dated 24.11.2016 & KA/NCL/2016/94B dated 08.12.2016**

With reference to the above, we hereby place our formal Supply Order on you for Supply and Retrofitting of VCBs in place of existing OCBs. 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 Nos.)	Unit Basic Price (Rs)	Extended Price(In Rs.)
1	Schneider Make 6.6 KV Vacuum Circuit Breaker with Trolley	13	3,23,500.00	42,05,500.00

(Rupees Forty Two Lakhs, Five Thousand Five Hundred only)
(Detailed Technical Specifications as per Annexure – I , enclosed)

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** : The above basic price is inclusive of Excise Duty for which you shall have to submit Cenvatable Invoice copy issued by your Principal i.e. M/s Schneider Electric Infrastructure Ltd towards supply of materials under E-1 Transaction with minimum Cenvatable amount of Rs 23125.00 per unit. In case the actual Cenvatable amount is less than the minimum Cenvatable amount , the differential amount shall be deducted from your bills.

For availing CENVAT Credit by NCL, you shall submit copy of CENVATABLE EXCISE Invoice of your Principal i.e. M/s Schneider Electric Infrastructure Ltd 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 and Commissionerate along with other details as detailed below:

Clean Energy Cess Regn. No./ Excise Regn.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan	Satna	Bhopal

You have to submit your Principal i.e. M/s Schneider Electric Infrastructure Ltd Auditor's certificate along with your bill confirming that refund/ credit if any obtained against Excise Duty has been/ shall be passed on to Northern Coalfields Ltd

3. **Sales tax:** Central Sale tax shall be paid extra at actuals, as legally leviable at the time of supply which is presently applicable @ 2% against Form "C" under E-1 Transaction.

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 6 (Six) 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 Depot Officer, Regional Stores, Khadia, Northern Coalfields Limited, Dist. Sonbhadra(U.P.) a/c IWSS Khadia.

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, Khadia Project, Northern Coalfields Limited, Dist. Sonbhadra(U.P.) .

8. **BANKER'S NAME :** STATE BANK OF INDIA, ANPARA, ANPARA SHOPPING COMPLEX, PO –ANPARA, DIST-SONEBHADRA(U.P.) 231225 A/c No. 35650341587, IFSC Code – SBIN0006339, Type of A/c – Current

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
- (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. 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"

13. INSPECTION Final inspection of materials shall be carried out by authorized representative of GM(E&M) / NCL 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.

14. 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.

15. 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.

16. 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.

17. WARRANTY/GUARANTEE:

The supplier shall give a warranty/guarantee for satisfactory performance of the supplied materials for a period of 12 months from the date of fitment or 18 months from the date of receipt and acceptance of material at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may develop, under the conditions provided for by the contract and under proper use, arising from faulty materials, design, quality or workmanship and shall remedy such defect at his own cost when called upon to do so. If it becomes so 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 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.

18. 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.

19. 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.

20. ALLOCATION (For internal use only): IWSS, Khadia

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,

(D Dhanabalan)
Sr Manager(MM)

(M A Siddiqui)
Chief Manager(MM)

Encl. Annexure – I (Technical specifications)

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 - Khadia
5. The Depot Officer, Northern Coalfields Limited, Dist-Sonebhadra (U.P)
6. The Area Finance Manager(HQ), Northern Coalfields Limited, Dist-Sonebhadra (U.P)
7. Incharge, IWSS, Khadia
8. M/s Schneider Electric Infrastructure Limited } This refers to letter dated
4-7th Floor, Tower-3,IGL complex } 18.05.2016, dated 22.06.2016
Plot No 2B, Sector-126 } and dated 23.11.2016
NOIDA – 201304 (UP)

This is issued against Sanction Order communicated by GM(E&M) vide letter ref no. NCL/SGR/E&M/Sanction/2015/623 dated 13.08.2015 and Indent Regn No. 116040014 dated. 27/04/2016 and following BC & FC Nos.:-

BC No.:- NCL/HQ/C&B/Centralised/BC/Other Stores/2016-17/23 dated 28.12.2016 for Rs 42,89,610.00

FC No.:- NCL/HQ/FC/2016-17/Other Stores/Centralised/20 dated 28.12.2016 for Rs 42,89,610.00

(D Dhanabalan)
Sr Manager(MM)

(M A Siddiqui)
Chief Manager(MM)

