

नार्दन कोल्डफिल्ड्स लिमिटेड
एक मिनी 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,
Dist- Singrauli, MP- 486 889
(An ISO 14001,ISO 9001,OHSAS-18001 &
SA 8000 Certified Company)
Materials Management Wing
Tel : 07805-266413/256615



Ref: No. 63716 0063

/317A1068/Alloy Steels

Date : 15.12.2017

FORMAL ORDER

To,

M/S Mishra Dhatu Nigam Ltd.
(A Govt. of India Enterprise)
Super Alloys Plant
PO Kanchan Bagh,
Hyderabad - 500 058 (TS)

Fax No. 040 2434 1250
Mobile No. 9100190374
PCC: By Regd. Post

Dear Sir,

Sub : Supply of Alloy Steel Materials

Ref :This office E-Procurement Tender No: NCL/SGR/MMD/Sec.-III/317A1068/16 dtd.
07.09.2017 (Tender ID:2017_NCL_77309_1)

Ref : Your offer submitted on e-procurement portal (Bid ID :228364 submitted on 08.11.2017)

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

SCOPE OF SUPPLY

Sl. No.	Material Code	Item Description	Quantity in Kg	Unit Basic Rate (Rs/Kg)	Extended Value(Rs.)
1	91049991213	Alloy Steel,Round,Size-185x3600 mm,EN 24	13500.00	126.00	1701000.00
2	91049991944	Alloy Steel,Round,Size-210x3000 mm,EN 24	10000.00	126.00	1260000.00
3	91049992003	Alloy Steel,Round,Size-160x3200 mm,EN 24	15000.00	109.00	1635000.00
4	91049992217	Alloy Steel,Round,Size-175x3000 mm,EN 19	10000.00	114.00	1140000.00
5	91049992229	Alloy Steel,Round,Size-250x3500 mm,EN 24	15000.00	126.00	1890000.00
6	91049992367	Alloy Steel,Round,Size-140x3000 mm,EN 9	8000.00	74.00	592000.00
7	91049992414	Alloy Steel,Round,Size-130x3000 mm,EN 9	7000.00	74.00	518000.00
8	91049992422	Alloy Steel,Round,Size-180x2500 mm,EN 24	7000.00	126.00	882000.00
9	91049992793	Alloy Steel,Round,Size-125x3000 mm,EN 9	10000.00	74.00	740000.00
10	91049993291	Alloy Steel,Round,Size-125x3000 mm,EN 19	7000.00	97.00	679000.00
11	91049990193	Alloy Steel,Round,Size-150 mm,EN 24	7000.00	109.00	763000.00
12	91049993323	Alloy Steel,Round, Size 36x3000mm,EN 9	2000.00	74.00	148000.00
13	91049992126	Alloy Steel,Round, Size 42x3000mm,EN 9	3000.00	74.00	222000.00
14	91049993529	Alloy Steel,Round, Size 50x3000mm,EN 8	5000.00	74.00	370000.00
15	91049992892	Alloy Steel,Round, Size 70x3000mm,EN 9	5000.00	74.00	370000.00
16	9104999289	Alloy Steel,Round, Size 80x3000mm,EN 9	5000.00	74.00	370000.00
Total					1,32,80,000.00
Total basic Price : Rs. One Crore Thirty Two Lakhs Eighty Thousand only					

TERMS & CONDITIONS

Basis of Price : Prices are on FIRM & on FOR Destination Basis up to destination. The prices shall remain firm till completion of supplies.

Packing & forwarding Charges : Inclusive, to be borne by supplier

Freight Charges : Inclusive, to be borne by supplier

IGST/Input Tax Credit : IGST shall be payable extra at actuals at legally applicable rate at the time of supply on Basic Price , which is presently applicable as IGST@ 18% on which Input Tax Credit shall be availed by NCL. The supplier shall issue invoice as per the GST Act to avail Input Tax Credit by NCL. Firm shall submit Auditor's Certificate along with the bill confirming that refund/ credit, if any, obtained against IGST shall be passed on to Northern Coalfields Ltd.

Payment terms : 100% advance payment against Proforma Invoice , to be arranged by the consignee. After receipt of order , for arranging advance payment , Proforma Invoice (PI) may be submitted to the consignee.

Paying Authority : The Area Finance Manager (HQ), Northern Coalfields Limited, PO-Singrauli Colliery - 486 889, Dist. -Singrauli (M.P)

Delivery period : Supply shall commence within 2 months from date of supply order and completed within next three months' time.

Mode of payment : Through EFT or e-payment

Quantity tolerance : Applicable @+/- 10% on individual ordered qty .

Consignee : Depot Officer, Central Workshop , Jayant, Northern Coalfields Limited, P.O. Jayant, Distt.- Singrauli, 486 890 (M.P.) under MPGSTIN No. 23AABCN4884H1ZE

HSN Code of Ordered Items: 72189990

Banker's Name : HDFC BANK , Branch : 6-1-73, Gr & 3rd Floor, Saeed Plaza, Lakdi Ka Pul, Hyderabad- 500 004 (TS),Account No.: 0021 0330 0004 40 , IFS code : HDFC0000021

INSPECTION: Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the NIT .Final inspection will be carried out at the consignee's end.

Security Deposit : Not applicable being Govt. Enterprises

SUBMISSION OF BILLS:

A. Following documents required to be submitted to the Consignee:

- i) Consignment Note.
- ii) Delivery Challan in original.
- iii) One copy of the bill.
- iv)CGST/SGST/IGST duty paying documentary evidence, wherever mentioned
- v)Any other documents specified in the Supply order.

B. Following documents should be submitted to the Paying Authority:

- i) 100% bill in triplicate duly stamped and pre-receipted.
- ii) CGST/SGST/IGST Duty paying documentary evidence, wherever mentioned
- iii) Copy of the consignment Note
- v) Any other documents specified in the Supply order.

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 shall have to issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity deduction or liquidated damage, if any arises.

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.

Force Majeure: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

(a) Firm 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.

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

Mode of Despatch: By road transport only on Door Delivery basis at your risk. Safe arrival of material at Consignee's end will be the responsibility of the supplier. At present no road permit is required to send the material for M.P projects of NCL including Central Workshop , ,Jayant

Integrity Pact:- The Integrity Pact signed & submitted by you along with offer shall remain valid & applicable against this contract (copy enclosed)

Arbitration: (Applicable to PSUs & Govt. Dept. Only); 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 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.'

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

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

Ref: No. 63716 /317A1068/Alloy Steels
M/s M/S Mishra Dhatu Nigam Ltd.

Date : 15.12.2017

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 and on behalf of Northern Coalfields Limited, Singrauli

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

(M. M. Sarewar)
Chief Manager (MM)

Distribution:

- 1) The Chief Vigilance Officer, NCL, Singrauli.
- 2) The General Manager(Finance), General Manager(Excv), NCL, Singrauli
- 3) GM(MM)- All Subsidiaries of CIL/In charge NEC

Copy to :

- 1)Consignee: Depot officer, Central Workshop , Jayant, PO – Jayant Colliery , Dist.: Singrauli (MP)
- 2)Paying Authority: The Area Finance Manager(HQ), NCL, Singrauli

This order is issued against MB 16-17 circulated by Stores, NCL Hq. vide Sanction No. NCL/SGR/Stores /MB/16-17/220 dated. 25.04.2016 alongwith the additional requirement approved

BC Ref : Budget of Rs. 1,72,37,440.00 has been provided from centralized Other Stores Budget kept at Hq vide ref No. NCL/HQ/C&B/Centralized/BC/Other Stores/2017-18/16 dtd. 15.12.2017.

FC No. : NCL/HQ/FC/2017-18/Other stores/Centralized/16 dtd. 15.12.2017 dtd. 24.08.2015 for Rs. 1,72,37,440.00.

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

(M. M. Sarewar)
Chief Manager (MM)