



**Northern Coalfields Limited**  
**(A Mini Ratna Company)**  
**Materials Management Department**  
P.O. Singrauli Colliery, Distt. Singrauli, MP- 486889  
**Corporate Identification No.U10102MP1985GOI003160**  
Tel: 07805 – 266481, Fax: 07805 – 266388  
Website: [www.nclcil.in](http://www.nclcil.in)

### FORMAL ORDER

Ref. No. 63627136 / 21608019

Dated: 11.02.2017

<b>M/s Kumar Engineering Works</b>	Fax No: 07805 – 233231 Phone No: 0542 – 2207507
<b>C-26/35-38 Ram Katora Road,</b>	PCC: By Regd. Post
<b>Varanasi – 221 001 (U.P.)</b>	VENDOR CODE: 228035

Sub: Our Global Tender Enquiry No. NCL/SGR/MMD/Sec II/ 21608019/13 dated 09.05.2016, opened on 07.07.2016 for supply of different types of pinions for walk system of 24/96 Dragline.  
(Tender ID: 2016\_NCL\_37296\_1)

Ref: 1. Your Online Bid ID: 111236 dated 24.16.2016  
2. Your Letter dated 09.02.2017

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.

NIT Sl. No.	Description	Part No.	Mat. Code	Qty. (Nos.)	Unit Price in Rupees	Extension Price in Rupees
1	Pinion Motor Extension	26012E299	11301012212	02	1,45,000.00	2,90,000.00
(Rupees Two Lakhs Ninety Thousand Only)						

**TOTAL BASIC ORDER VALUE:** Rs. 2,90,000.00 (Rupees Two Lakhs Ninety Thousand Only). Sales Tax would be applicable as per the relevant clause mentioned in this Supply Order.

#### **Major Terms & Conditions**

**BASIS OF PRICE:** Prices mentioned are on FOR Destination basis. Packing & Forwarding, Freight & Insurance and other charges up to destination, if any, shall be borne by you. The prices shall remain firm till completion of supplies.

**PACKING, FORWARDING CHARGES:** Nil.

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**FREIGHT & INSURANCE CHARGES:** Nil. Safe arrival of materials up to destination will be your responsibility.

**EXCISE DUTY:** Not applicable at present. If it becomes applicable at the time of supply, the same will be borne by you. You shall submit documentary evidence to this effect.

**SALES TAX:-** UP VAT will be payable extra as applicable at the time of supply within delivery period. Present rate of UP VAT is @ 14.5%.

**ENTRY TAX:** Not Applicable. However Road Permit / Way Bill if required shall be provided by the consignee.

**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.**

**DELIVERY PERIOD:** Within 6 (Six) months from the date of receipt of supply order. 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.

**CONSIGNEE:** The Depot Officer, Regional Stores, Dudhichua Project, Northern Coalfields Limited, PO: Khadia Colliery, Dist.- Sonebhadra (UP).

**SECURITY DEPOSIT:** You will have to submit Rs. 33,205.00 i.e. 10% of the Landed Value as Security Money in form of Bank Draft drawn in favour of Northern Coalfields Ltd., payable at SBI, Morwa Branch, Code 3767, Singrauli, MP or any scheduled Bank located at Morwa, Singrauli, M.P. or in the form of Bank Guarantee of any scheduled Bank / Nationalized Bank in the prescribed format of NCL.

Two weeks' time (15 days) shall be given to you to furnish the Security Deposit. In case you fail to deposit the Security Money, the order shall be cancelled and the case shall be processed to Order elsewhere and your performance shall be kept recorded for future dealings with you.

Security Money will be refunded to you within 30 days of satisfactory execution of the Supply Order / contract.

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

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**PAYING AUTHORITY:** The Area Finance Manager, Dudhichua Project, Northern Coalfields Limited, PO: Khadia Colliery, Dist.- Sonebhadra (UP).

**BANK A/C No. of FIRM:**

Current A/C No. 391705010000336,  
Union Bank of India,  
Branch Morwa, Singrauli (M.P.)  
IFSC Code UBINH0539171

**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) Manufacturer's test-cum-inspection 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.

**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.

**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.

**WARRANTY/GUARANTEE:** You will give a warranty/guarantee for satisfactory performance of the supplied materials for 12 months from the date of fitment or 18 months from the date of receipt and acceptance at consignee's end, whichever is earlier. If the supplied item fails before achieving the guaranteed life, you shall have to replace the item free of cost and performance of such item will be monitored afresh.

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 and shall remedy such defect at your own 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.

**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 will ensure quarterly visit of your service personnel for smooth functioning of the supplied items.

**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 after receipt of materials.

**RISK PURCHASE** : In the event of failure of supplier 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 the defaulting supplier . It is clearly mentioned that in the event of failure of supplier 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.

**LIQUIDATED DAMAGE:** In the event of failure to deliver the stores in case of FOR Destination contract within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of the terms and conditions mentioned in the supply order, NCL reserve its right:-

- a) To recover from the successful tenderer as agreed liquidated damages a sum not less than 1/2% of the price of any store which the successful tenderer has not been able to supply the aforesaid for each week or part of a week during which the delivery of such stores may be in arrears subject to a ceiling of 10%.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 from elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied 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 in full or in part.
- f) Whenever under this contract, a sum of money is recoverable from and payable to the supplier, 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 supplier in this or any contract. Should this sum be not sufficient to cover the full amount recoverable, the supplier shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**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 can not 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.

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.

**PRICE FALL CLAUSE:** The Bidder undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid 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 the Bidder 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 the Bidder to the Buyer, if the contract has already been concluded.

**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.

**IDENTIFICATION MARK:**

Manufacturer's distinctive identification mark / symbol and also the part no. must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached in each part / item giving identification mark, part no. description.

However, for high precision items where embossing / engraving /punching is not possible shall be packed separately & packing cover / box / case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.

**M/s Kumar Engineering Works, Varanasi**

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**TEST-CUM-INSPECTION CERTIFICATE:**

Each supply should accompany the Test-Cum-Inspection Certificate duly signed by the authorized signatory of the manufacturer of items. The certificate should not be before the date of the Purchase order. The certificate shall be submitted by you along with your bill.

**FITMENT GUARANTEE CERTIFICATE:**

You will furnish a Fitment Guarantee Certificate along with supply that the items supplied by you against the subject Supply Order are 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 performance guarantee as per OEM standards.

**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,

(Shameel Waris)  
Asst. Manager (MM)

(N.S. Saini)  
Chief Manager (MM)

**Copy to:-**

DT (Op), NCL, Singrauli  
The Chief Vigilance Officer, NCL, Singrauli  
The General Manager (Excv.), NCL, Singrauli.  
The General Manager (Fin), NCL, Singrauli  
The GM/SO(Excv.)/AFM/Depot Officer, Dudhichua  
The General Manager (MM), CCL/BCCL/ ECL/SECL/ WCL/ MCL.

This is issued against Emergent Indent No. DPR/001413/15-16 dated 03/12/2015 of Dudhichua Project for procurement of different types of pinions for Walk System of 24/96 Dragline and sanction communicated by S.E.(Excv), HQ vide ref.no. EX/SGR/353/2016/310 dated 22.03.2016 & Indent Registration No. 21608019.

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**B.C. No.**

Project	BC Details	Date	Total Budget
Dudhichua	NCL/HQ/BC/2016-17/HEMM Spares /Centralized/45	07.12.2016	46,56,300.00
	NCL/HQ/BC/2016-17/HEMM Spares /Centralized/52	30.01.2017	36,250.00

**F.C. No.**

Project	FC Details	Date	Total Budget
Dudhichua	NCL/HQ/FC/2016-17/HEMM Spares /Centralized/37	07.12.2016	46,56,300.00
	NCL/HQ/FC/2016-17/HEMM Spares /Centralized/42	30.01.2017	36,250.00

This issues with the approval of Director (Technical)/Operation.

Asst. Manager (MM)

Chief Manager (MM)