



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.ncl.nic.in

Ref: No. – 63636134/315A1164

Dt. – 09.02.2017

Supply Order

To.

M/s. Minesource India	FAX No- 033-22121464
13 C, Jabakusum House (2 nd Floor)	PCC: By Speed Post
34, Chittaranjan Avenue	
Kolkata 700012	Vendor Code:M0765

Sub: Supply of Toner Cartridge for Laser Jet Printers.

Ref: (i) Open (Domestic) Tender No. NCL/SGR/MMD/Sec. IV/315A1164/147 Dated: 21.01.2016 (Tender ID: 2016_NCL_31159_1), Part I opened on 24.02.2016 & Part-II opened 19.10.2016.
(ii) Your Offer (BID ID - 87948) submitted online on e-procurement portal.
(iii) Your Letter No. HP/NCL KOL/dd/16-17 dated- 26.11.2016
(iv) Your Letter No. HP/NCL KOL/dd/16-17/17 dated- 17.01.2017

Dear Sirs,

In reference to the above, we are pleased to place our Supply Order on you for supply of the following material(s). The Supply Order 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

NIT Sl. no	Part No.	Item description	Qty (No.)	Unit Basic Price (Rs.)	Extended Value (Rs)
1	CF210A	Toner Cartridge for Laser Jet Printer Color HP 251n-Black: Part No. CF210A, Selection No. 131A	224	3477.12	778874.88
2	CF211A	Toner Cartridge for Laser Jet Printer Color HP 251n-Cyan: Part No. CF211A, Selection No. 131A	224	4356.48	975851.52
3	CF212A	Toner Cartridge for Laser Jet Printer Color HP 251n-Yellow: Part No. CF212A, Selection No. 131A	224	4356.48	975851.52
4	CF213A	Toner Cartridge for Laser Jet Printer Color HP 251n-Magenta: Part No. CF213A, Selection No. 131A	224	4356.48	975851.52
5	CC388A	Toner Cartridge for Laser Jet Printer Mono HP 202dw- Black: Part No. CC388A, Selection No. 88A	638	3125.76	1994234.88
				Total Extension Value	5700664.32
				CST @ 5%	285033.22
				Total Landed Value	5985697.54

Total Landed Value: Rs. 59,85,697.54 (Rupees Fifty Nine Lakhs Eighty Five Thousands Six Hundreds Ninety Seven and Paise Fifty Four only)

TERMS & CONDITIONS:-

1. **Make:** Hewlett Packard (HP)
2. **Basis of Price:-** Prices are FIRM & on FOR Destination Basis inclusive of P&F Charges and Freight & Insurance Charges and any other charges up to destination. The Prices shall remain firm till completion of supplies.
3. **Packing & Forwarding Charges:-** Inclusive.
4. **Excise Duty: -** Not Applicable at present. If applicable in future, the same shall be borne by you..
5. **CST:** Central Sales Tax will be payable extra at actuals on legally applicable at the time of supply which is presently applicable @ 5 % .
6. **Freight & Insurance Charges:-** Inclusive. However, Safe arrival of the material will be your responsibility.
7. **Delivery Period:** Within Four (04) Weeks from the date of Supply Order
Firm delivery should be indicated on FOR destination basis. Delivery should be on DOOR DELIVERY Basis. Insurance to be covered by the supplier. The quantity of the supply within a specified delivery period should also be indicated.
8. **Security Deposit:** You have to deposit Security Money for 10% (ten percent) of Total Landed Value on FOR Destination basis i.e. Rs. 5,98,570.00 (**Rupees Five Lakhs Ninety Eight Thousands Five Hundred & Seventy**)-only in form of Bank Draft drawn in favour of **Northern Coalfields Ltd. payable at SBI, Morwa Branch (Code : 3767)**, Singrauli (MP) or at any scheduled bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalized Bank in the prescribed format of NCL given in NIT.

Two Weeks time (15 days) shall be given from the date of order 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 the firm's performance is to be kept recorded for future dealings with them. Your Security Money shall be refunded within 30 (Thirty days) of satisfactory execution of the Supply Order.
9. **Consignee:** The GM (Systems), Northern Coal Fields Limited, P.O. Singrauli, Dist.Singrauli-486889 (MP)
10. **Paying Authority:** Area Finance Manager (HQ), NCL Singrauli, PO Singrauli Colliery, Distt. Singrauli (MP) – 486 889
11. **Payment Terms:** 100% payment including all taxes and duties shall be made within 21 days of receipt & acceptance of materials at site or submission of bill(s) whichever is later. The payment shall 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).
12. **Submission of Bills:** 100 % bill with taxes and duties stamped and pre-receipt shall be submitted in triplicate to the Paying Authority with the following documents:
 - i. Receipt Challan

- ii. Guarantee/Warranty Certificate.
- iii. Manufacture's Test-Cum-Inspection Certificate
- iv. Any other documents required as per order duly authenticated.

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

13. Bank Details: Bank Name – State Bank of India, Branch Address– SME Branch, Goodwill Properties, Bank More, Dhanbad (Jharkhand) 826001, Current Account No. – 31172003481, IFSC Code – SBIN0006541

14. Packing: Material should be properly packed in cartoon boxes to avoid damage of the content during transit Packing of all the materials shall conform to the requirements of the carriers.

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.

15. Mode of dispatch & 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 which is located in M.P. If road permit is required in future, you are advised to write to consignee for issue of necessary Road permit before arranging dispatch, indicating clearly the address of the place from where goods will be sent to the consignee and numbers of Road permits required from the consignee concerned.

16. Lowest Price Certificate: You shall certify on the body of each bill that the “prices charged by you are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations”.

You shall also certify that the rates are not higher than rates quoted / prices charged by you for same items to other Customers

17. Inspection: Final Inspection shall be carried out by the authorized representative of GM(System), NCL HQ or his authorized representative and the same shall be final. The supplied materials which are found defective or not in accordance with the specifications of supply order, will be rejected and intimated for free replacement within 30 (thirty) days from the date of intimation and also the Inspection will be done as per technical specification mentioned above..

18. Risk Purchase : In the event of your failure 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 Coal fields Limited have the right to purchase the stores from elsewhere after due notice to you at the your risk and cost. It is mentioned clearly that in the event of your failure 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 Limited.

19. 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 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). Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to you on the account and at the risk of the defaulting supplier 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
- 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.

- 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 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. The supplier shall not be entitled to any gain on any such purchase.
- 20. 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 the 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). You will advise, in the event of your 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, you 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 you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

21. Price Fall Clause: The price charged for the stores supplied against this order by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other organization during the period of contract.

If you at any time during the period of this supply order reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under this contract, you shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price shall stand correspondingly reduced.

22. Warranty/Guarantee: You shall give a warranty for satisfactory performance of the supplied materials for a period of 12 months from the date of actual use or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier.

You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arising from faulty materials, design or workmanship or improper packaging shall mend or replace such items at your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 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 and should be free of cost up to Consignee's end.

All cases of warranty replacements will be decided on the basis of joint inspection of the failed item held between the user's representative and the supplier's representative.

23: Jurisdiction of Court : Any dispute arising out of this order will be subject to the jurisdiction of Singrauli/Waidhan, Court only.

This order is also governed by the "General Terms & Conditions of supply of Stores" and other terms & conditions of the NIT and all the terms & conditions thereof will be applicable unless otherwise specified in this order.

You shall warrant that the item(s) supplied under this contract/ supply order:

- (a) Is new, unused and 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.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (ten) days of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

(Vipin Kumar Verma)
Assistant Manager (MM)

(I.D. Bakki)
Chief Manager (MM)-III

Encl:

Annexure A- Format of Bank Guarantee for Security

Copy for kind information:

1. The CVO, NCL Singrauli
2. The DT (O), NCL Singrauli

Copy to:-

1. The GM (F) I/c/ AFM(HQ.), NCL, Singrauli
2. The GM /(System): NCL,HQ, Singrauli :w.r.t Indent note sheet no. NIL dated 17.08.2015 and sanction order no. NCL/SGR/SYS/Procurement of Toner/2015/1228 dated 26/28.09.2017
3. M/s Hewlett Packard Inc., No.24, Salarpuria Arena, Hosur Main Road, Adugodi, Bengaluru, Karnataka 560030, India
4. M/s Hewlett Packard India Sales Pvt. Ltd., DLF IT Park, Block-AF, Tower C, 1st Floor, 8- Major Arterial Road, New Town, Rajarhat, Kolkata-700156, India
5. The GM (MM)/ BCCL, CCL, CMPDIL, ECL, MCL, SECL, WCL. In-charge NEC

Indent registration details: 315A1164 dated 21.01.2016

This issues with the concurrence of CM (Fin)/AF to Dir (Tech)/Op and approval of Dir (Tech)/Op NCL, HQ,

BC No. –HQ/BC/REV/Other Stores/218/72 dated - 08.02.2017 for Rs.59,85,697.54

FC No. - AFM/HQ/2016-17/Other Stores/34 dated - 08.02.2017 for Rs.59,85,697.54

(Vipin Kumar Verma)
Assistant Manager (MM)

(I.D. Bakki)
Chief Manager (MM)-III