

नॉर्दर्न कोलफील्ड्स लिमिटेड

(मिनिरत्न 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- U10102MP1985Q01003160

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](mailto:gmmm@ncl.gov.in) website : [www.nclcil.in](http://www.nclcil.in)

**FORMAL ORDER**

Ref. No. 63724079 / 117A1119

Date: 15.03.2018

<b>M/s. GON ENGINEERING WORKS J.C.MALLICK ROAD, HIRAPUR, DHANBAD-826001</b>	Phone No. 9430150017 Fax: 0326- 2209047 PCC: By Regd. Post VENDOR CODE: 102266
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**Sub: Supply of Sampling Equipment's / Items used in Coal Testing Labs.**

**Ref:**

1. Our open tender enquiry No. NCL/SGR/MMD/Sec II/sampling Eqpt/117A1119/114 dated 29.12.2017 (Tender ID:2017\_NCL\_89714\_1) opened on 03.02.2018.
2. Your Offer submitted online Bid ID: 270022 dated 30.01.2018 & subsequent Shortfall / confirmatory documents submitted online.
3. Your Letter No. GEW/DNB/2017-18/030 dated 05.03.2018 received through email dated 06.03.2018.

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	Description of Item	Qty (in Nos)	Unit Basic Rate in Rs.	Extended Value in Rs.
1	Primary Jaw Crusher (Input size 250 mm output size 50mm) Make : GEW model :Jaw 259 Detailed Technical specification is enclosed at Annexure A	7	2,73,095.24	19,11,666.68
2	Jaw Crusher (Input size 50 mm output size 12.5mm) Make GEW Model JAW 50 Detailed Technical specification is enclosed at Annexure A	5	1,37,047.62	6,85,238.10
3	Roller Crusher/Hammer Mill(Input size 12.5 mm output size 3.5 mm) Make : GEW Model RC12.5 Detailed Technical specification is enclosed at Annexure A	6	95,085.71	5,70,514.26

4	Laboratory Pulveriser (Input size 3.5 mm output size 212 micron) Make GEW Model LP 72 Detailed Technical specification is enclosed at Annexure A	7	77,600.00	5,43,200.00
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Total in Rs. 37,10,619.04

Packing & Forwarding charges @2.00% (Rs.)	74,212.38
Freight Charges @ 2.00% (Rs.)	74,212.38
Transit Risk Insurance charges @1.00% (Rs.)	37,106.19
Installation & Commissioning charges per unit @ 10000 each for item sl. no 1 &2 and @8000 each for item sl. no 3&4	2,24,000.00
IGST @ 18%	7,41,627.00
<b>Grand Total in Rs.</b>	<b>48,61,776.99</b>

**TOTAL BASIC ORDER VALUE:** ₹ Rs. 37,10,619.04 (Rupees Thirty Seven Lakh Ten Thousand Six Hundred Nineteen and Paise Four Only).

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

**Terms & Conditions:**

**1. BASIS OF PRICE:** The above Prices are on FOR Destination basis. The prices shall remain firm till completion of supplies.

**2. PACKING & FORWARDING CHARGES :** Shall be paid extra but not exceeding @ 2.00 % of the basic prices for delivery of material on F.O.R destination basis.

**3. FRIGHT CHARGES:** Shall be paid extra at actuals but not exceeding @ 2.00 % of the basic prices for delivery of material on F.O.R destination basis against documentary evidence.

**4. TRANSIT RISK INSURANCE CHARGES:** Shall be paid extra at actuals but not exceeding @ 1.00 % of the basic prices for delivery of material on F.O.R destination basis against documentary evidence.

**5. 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 prescribed in CGST Act and 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.

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 arranged 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.**

**6. INSTALLATION & COMMISSIONING CHARGES:** Payable extra but not exceeding Rs.10000.00 per unit each for items sl.no. 1 & 2 and Rs. 8000.00 per unit for item sl.no. 3 & 4.

**3. DELIVERY PERIOD:** Within 120 from the date of placement of 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.

**4. CONSIGNEE:** The Depot officer, Central stores, Jayant, NCL, P.O. Jayant Colliery, Dist - Singrauli. Pin 486890 (India).

**5. SECURITY DEPOSIT:** You are advised to submit security money for Rs 4,86,178.00 (Rupees Four Lakh Eighty Six Thousand One Hundred Seventy Eight only) within 15 days from the date of receipt of Supply Order. The security deposit should be submitted in the form of Bank Demand Draft payable at SBI, Morwa Branch (Code 3767), Singrauli, MP /or at any bank located at Morwa, Singrauli, MP / or in the form of Bank Guarantee drawn on any nationalized bank / Scheduled Bank in a prescribed Format (i.e. as per Annexure J of NIT) The validity of BG for security deposit will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15 (fifteen) days from the date of receipt of order, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings. The security deposit shall be refunded within thirty days of satisfactory execution of the contract on your request. For contractual failure, the security money shall be forfeited.

In case, Security Deposit is submitted in the form of Bank Guarantee, the bidders may please note the following:

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.

iv. In case of BG issued by ICICI Bank, following text should be incorporated in BG:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No.86, Opp. Post-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh-486889.”

**6. PAYMENT TERMS:** 80% payment shall be released against submission of bills in triplicate along with receipted challans within 21 days of receipt & acceptance of equipment at site by the consignee and receipt and acceptance of Performance Bank Guarantee by the consignee complete in all respects, whichever is later. Balance 20% payment shall be released within 21 days after successful commissioning of the equipment. Certificate of successful commissioning shall be given by the respective Staff Officers (QC) to the Paying Authority.

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.

**7. PAYING AUTHORITY:** AFM, HQ, P.O. Singrauli, Dist- Singrauli, M.P. – 486889 (India)

**8. BANK DETAILS OF FIRM:**

a	Account Name/ Beneficiary Name	GON ENGINEERING WORKS
b	Banker's Name	STATE BANK OF INDIA
c	Branch	JAGJIVAN NAGAR, DHANBAD
d	Address, City/Town, District, State	JAGJIVAN NAGAR, DHANBAD
e	Account type	CURRENT
f	IFSC Code	SBIN0002948
g	Account Number	32838515735

**9. 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.

**10. 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.

**11. 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.

**12. WARRANTY/GUARANTEE:**

The supplier shall give a warranty for satisfactory performance of the supplied materials for a period of 24 months from the date of successful installation/commissioning of equipment or 30 months from the date of receipt and acceptance at consignee's end whichever is earlier. .

The supplier shall be responsible for any defect that may develop, under the condition provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes necessary for the supplier to replace or to 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 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

**13. PERFORMANCE BANK GUARANTEE:** The Performance Bank Guarantee is to be submitted by you for Rs 4,86,178.00 (Rupees Four Lakh Eighty Six Thousand One Hundred Seventy Eight only) to cover both satisfactory performance and warranty. The performance guarantee will be taken in the form of a Bank Guarantee in prescribed format as per Annexure-K of NIT valid for 33 months from date of installation & commissioning of ordered Equipment at consignee's site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit.

The Bank Guarantees should be issued through Structured Financial Messaging System.

- i. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- ii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
- iii. In case of BG issued by ICICI Bank, following text should be incorporated in BG:  
 “We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No.86, Opp. Post-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh-486889.”

**14. 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 by authorized representative of GM(M&S/QC),NCL HQ.

**15. 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.

**16. 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.

**17. 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.

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.

**18. 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.

**19. 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.

**20. 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,

**For & On Behalf of Northern Coalfields Limited.**

(D Dhanabalan)  
Sr. Manager (MM)

(M M Sarewar)  
Chief Manager (MM)

**Copy to:**

1. The Chief Vigilance Officer, NCL, Singrauli
2. GM (MM) Purchase - HOD / GM (Stores) / GM (Excv) / GM (Finance) In charge , NCL HQ, Singrauli.
3. The GM(M&S/QC)/ GM Amlohri /Jayant /Jhingurdah / Kakri/ Khadia /Krishnashila /Block-B Projects.
4. The Depot officer, Central Stores, Jayant, NCL, P.O. Jayant Colliery, Dist Singrauli. Pin 486890 M.P. (India).
5. The AFM, NCL HQ, P.O. Singrauli, Dist Singrauli. Pin 486890 M.P. (India).
6. The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

This is issued against Indent Registration No. 117A1119 dated 28.12.2018 and indents detail as indicated below.

Sl.No	Name of Projects	Indent Ref. No. and date
1	Amlohri	Indent Ref. No. NIL dated 24.11.2016
2	Jayant	Indent Ref. No. NIL dated 16.03.17
3	Jhingurdah	Indent Ref. No. NIL dated 07.03.17
4	Kakri	Indent Ref.No 1 dated 22.12.2016
5	Khadia	Indent Ref. No. NIL dated 27.10.16
6	Krishnashila	Indent Ref.No 1 dated 05.01.2017
7	Block -B	Indent Ref.No 2 dated 29.09.2015

**B.C. No.**

BC Details	Date	Total Budget
NCL/HQ/C&B/Capital/P&M_Others/2017-18/03	14.03.2018	Rs. 48,61,776.99

**F.C. No.**

BC Details	Date	Total Budget
NCL/HQ/FC/2017-18/Capital/P&M_Others/02	14.03.2018	Rs. 48,61,776.99

(D Dhanabalan)  
Sr. Manager (MM)

(M M Sarewar)  
Chief Manager (MM)

**TECHNICAL SPECIFICATION:**

Jaw Crusher	For crushing non-coking coal of minimum hardness of around 40 HGI.
	Capacity: 1 T/hr (minimum)
	Feed Size:- (+) 250 mm (Approx)
	Product size:- (-) 50 mm
	Crusher body:- Steel as per IS:2062, electrically welded
	Jaws: made up off Manganese steel
	Jaw Plates:- Reversible and Replaceable
	Operation on:- 440V, 3Ph, 50 Hz, AC complete with a 15 HP Motor, 1440 RPM with SD sarrter "V" belt pulley drive and mounting and suitable flywheel.
	Fitted with suitable fabricated hopper with 5 mm thickness capable of holding not less than 100 Kg feed coal. It is to be provided at the top for feeding materials.
Double Roll Crusher	For crushing non-coking coal of minimum hardness of around 40 HGI.
	Feed Size:- (-) 50 mm
	Product discharge size:- (-) 12.5 mm
	Capacity:- 500 Kg/ hr (Approx) (minimum)
	Frame size suitable for double roll crusher
	Fitted with suitable fabricated hopper with 5 mm thickness capable of holding not less than 25Kg feed coal. It is to be provided at the top for feeding materials.
	Working Power:- 440V, 3 Ph, 50 Hz, AC complete with 10 HP motor, 1000 RPM with SD starter a "V" belt pulley (drive and mounting) with suitable fly-wheel
Hammer Mill	For crushing non-coking coal of minimum hardness of around 40 HGI.
	Feed Size:- (-) 12.5 mm
	Product size:- (-) 3.35 mm
	Capacity :- 150 Kg/Hr (minimum)
	Fitted with suitable fabricated hopper with 3 mm thickness capable of holding not less than 15kg feed coal. It is to be provided at the top for feeding materials.
	Motor:-squirrel cage induction motor frame size suitable for Hammer Mill, 5HP 1440 RPM, 415/440 V, AC complete with SD starter and accessories
Laboratory Pulveriser	For crushing non-coking coal of minimum hardness of around 40 HGI.
	Feed Size:- (-) 3.35 mm
	Product size:- (-) 212 micron
	Capacity:- 30 Kg/hr Electrical Driven (minimum)



Motor:- 5 HP, 1440 RPM, Sq. Cage induction motor 415/440V AC

Frame size suitable for Pulverize/ Powdered the materials

Fitted with suitable fabricated hopper capable of holding not less than 5kg feed coal.

It should be totally enclosed type consisting of two discs made of manganese steel, one of which should be fixed and other should be free to move face to face ,complete with motor, SD starter and other accessories.

Supervision of Installation & Commissioning:  
Successful Bidder will provide technical support at the time of instalation and commissioning free of cost.

(D Dhanabalan)  
Sr. Manager (MM)

(M M Sarewar)  
Chief Manager (MM)