

**(UNDER JURISDICTION OF SINGRAULI COURT ONLY)**

नार्दन कोल्डफिल्ड्स लिमिटेड  
एक मिनी रत्न कम्पनी  
सामग्री प्रबन्धक विभाग  
पो० ओ० सिंगरौली कोलियरी  
जिला सिंगरौली , म०प्र० ४८६८८९  
Corporate Identification  
No.U10102MP1985GOI003160  
Tel: 07805 – 266481, Fax: 07805 – 266388  
Website: [www.ncl.nic.in](http://www.ncl.nic.in)



Northern Coalfields Limited  
(A Mini Ratna Company)  
PO- Singrauli Colliery,  
Distt- Singrauli, MP- 486 889  
Materials Management Wing  
Corporate Identification  
No.U10102MP1985GOI003160  
Tel: 07805 – 266481, Fax: 07805 – 266388  
Website: [www.ncl.nic.in](http://www.ncl.nic.in)

**SUPPLY ORDER**

Ref. No. 63616151/11606053/ERW Pipes/

Date: 02.03.2017

To  
M/s Tata Steel Limited,  
Museum Road  
Civil Lines, Nagpur – 440 001  
Fax No.: 0712 2537078

**BY E-MAIL/FAX/ SPEED POST/REGD.POST**

**Vendor Code: T 0299**

**Sub:- Our Tender No.NCL/SGR/MMD/Sec. I/ERW Pipes/11606053/46 dated 10.08.2016, Online Bid/Price Bid opened on 19.09.2016, for procurement of ERW Pipes.**

**Ref:- (i) Your Offer No.-NSO/NCL/2016-17/001 dated 29.08.2016 and subsequent shortfall/documents submitted online on e-procurement portal of CIL against Tender ID 2016\_NCL\_45741\_1.**

**(ii) Your e-mail dated 02<sup>nd</sup> February 2017.**

**Dear Sirs,**

With reference to the above, we hereby place our formal Supply Order on you for supply of ERW Pipes as per specification, prices, terms and conditions mentioned hereunder :-

Description of Pipe					
<b>ISI marked ERW Tubes made from steel, as per IS: 9295-1983 (latest). The pipes shall be tested as per provisions contained in the IS and test report is to be submitted with the supplies. The pipes shall be supplied in random lengths varying from 4 mtrs. to 7 mtrs. The outside diameter, wall thickness, tolerance etc. of steel pipes shall be as specified in IS: 9295-1983 (latest). The size of the steel pipe is given below:-</b>					
Sl. No.	Out side Diameter	Wall thickness (nominal)	Qty. (Mtrs.)	Unit Basic Price (Rs./Mtr)	Extended price (Rs.)
1	152.4 mm	5.4 mm	3000.00	613.81	18,41,430.00
<b>Total Basic order value:-</b>					18,41,430.00

**Total Basic Price:-Rs.18,41,430.00 (Rupees Eighteen Lakh Forty one Thousand Four Hundred Thirty only).**

**TERMS AND CONDITIONS:**

- 01. BASIS OF PRICE:-** The above prices are inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges etc. on FOR Destination basis and shall remain firm till completion of supplies.
- 02. EXCISE DUTY:-** Shall be payable extra at actuals as applicable at the time of supply, which is presently applicable @ 12.50% on basic value.

For availing CENVAT CREDIT by NCL, you shall submit copy of CENVATABLE EXCISE invoice as per rule 11 of CENTRAL EXCISE Rule 2002 at the time of supply of materials along with the final bill(s) indicating therein Northern Coalfields Limited's ECC No., Range, Division & Commissionerate along with other details as detailed below:-

Clean Energy Cess Regn. No./ Excise Regn. No.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan-II	Rewa	Jabalpur

**You have to submit your Auditor's Certificate along with the bill confirming that refund/credit, if any, obtained against Excise Duty shall be passed on to Northern Coalfields Limited.**

- 03. SALES TAX:-** Concessional CST shall be payable extra at actuals as applicable at the time of supply. For availing concessional rate of Sales Tax, requisite Sales Tax declaration form will be furnished by the Consignee. The present rate of CST is @ 2% against form "C".
- 04. ENTRY TAX:-** Payable extra to the M.P. State Govt. authority by NCL directly as applicable. Present rate of Entry Tax is @ 1% for supplies to Regional Stores, Jayant Project in MP.

**Note:- However, if there be any increase in the rate of statutory Taxes & Duties during the extended Delivery period, NCL shall not pay the increase in the Taxes & Duties and shall be borne by you. In case there is any decrease, the same shall be passed on to NCL.**

- 05. SECURITY DEPOSIT:-** You are advised to submit Security Money for Rs. 2,15,872.00 (Rupees Two Lakh Fifteen Thousand Eight Hundred Seventy Two only) in the 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 Bank Guarantee for Security Deposit i.e. Annexure-J of NIT, within 15 days from date of issue of this Supply Order.

The Bank Guarantee should be valid for a period of three months beyond the stipulated delivery period. In case you fail to deposit the security money, the supply order may be cancelled and the case shall be processed to order elsewhere and your performance will be kept recorded for future dealings with you. Security Money shall be refunded within 30 (thirty days) of satisfactory execution of the order. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

- 06. DELIVERY SCHEDULE:-** Within 03 (Three) months from the date of receipt of Supply Order. 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. Date of receipt of stores at consignee's premises will be taken as date of delivery.
- 07. PAYMENT TERMS:-** 100% payment will be made by the Paying Authority of the Consignee within 21 days from the date of receipt and acceptance of materials or bills complete in all respect, whichever is later. Payment shall be made by "Electronic Fund Transfer" or e-payment. You are therefore requested to indicate EFT No. and other relevant details in your bill(s).
- 08. CONSIGNEE:-**The Depot Officer, Regional Stores, Jayant, Northern Coalfields Limited, PO: Jayant, Distt. Singrauli (M.P.).
- 09. PAYING AUTHORITY:-**The Area Finance Manager, Jayant Project, Northern Coalfields Limited, PO: Jayant, Distt. Singrauli (M.P.)-486 890.

**10. Your Banker's Name, Address and A/c No.:-**

Name of Party – Tata Steel Limited  
Bank Name – HDFC Bank  
Branch Name – Sandoz, Worli, Mumbai  
Branch Code – HDFC0000240  
MICR No.- 400240002  
Account No. – HB3239WR851208  
RTGS Code – HDFC0000240

**11. SUBMISSION OF BILLS:-**

**A. Following documents may be submitted to the Consignee:**

- i) Consignment Note.
- ii) Delivery Challan in original.
- iii) One copy of the bill.
- iv) Warranty/Guarantee Certificate/Inspection Report wherever required.
- v) Manufacturers test certificate/Price Fall Clause Certificate.
- vi) Any other documents specified in the Supply order.

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

- i) 100% bill in triplicate duly pre-receipted and stamped along with ED evidence.
- ii) Excise duty documentary evidence, wherever mentioned.
- iii) Copy of the consignment Note Warranty/Guarantee Certificate/Copy of the Inspection Note wherever required.
- iv) Price Fall Clause Certificate.
- v) Any other documents specified in the Supply order.

**12. INSPECTION:-**

- i. **Pre-Despatch Inspection:-** will be carried out by M/s CMPDIL, Ranchi as per NCL's contract. The Inspection charges @ 1% (One percent) of total consignment value plus Service Tax thereon at actuals, which is presently applicable @ 15% shall be paid to CMPDIL by you, and the same may be billed to Northern Coalfields Limited along with supply bill with proof of payment from M/s CMPDIL for reimbursement. In case materials are rejected on first inspection, all charges including lodging, TA, Inspection Fee etc., for subsequent inspection shall be borne by you. You will provide all facilities to carry out necessary "Tests" as required.
- ii. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/ tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/make or alterations necessary to meet the specifications free of cost to the purchaser. The material will be inspected at final destination. However, manufacturer's standard test certificates indicating confirmation to the specifications of the order should be submitted in advance.
- iii. **Final Inspection:-** will be carried out by authorized representative of GM (E&M)/HOD, NCL at the Consignee's end after receipt of materials at our site.

**13. PACKING:-**

Packing of all the materials shall conform to the requirements of the Carriers

Stores should be properly packed and you will be held responsible for the stores not being sufficiently and properly packed for transport by road so as to ensure that they are free from loss or injury on arrival at their destination. The packing of the stores will be done at your expenses.

- 14. MODE OF DESPATCH:-**By Road Transport: Full truck load consignments are to be despatched on Door Delivery basis. All consignment should be booked to consignee and not to selves.

**15. GUARANTEE/WARRANTY:-**

You shall give a warranty for satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier.

You will 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 or workmanship and shall remedy such defect at your own cost when called upon to do so. If it becomes so necessary for you to replace or 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 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 manufacturer's representative.

**16. PRICE FALL CLAUSE:-** If you, at any point of time during the period of execution of supply of this contract of NCL, supply 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 NCL 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 NCL (first contract) is concurrent with supply of another contract by you 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. DELAYED DELIVERY AND LIQUIDATED DAMAGE:-**

In the event of failure to deliver 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 shall 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 store 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 Material Management Division of NCL
- b) To purchase elsewhere after due notice to you on your account and risk, the stores not supplied or others of a similar description without cancelling the supply order in respect of 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 your risk and cost 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 you, 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 contract should this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

**18. RISK PURCHASE:-** In the event of your failure to deliver 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, NCL has the right to purchase stores from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from your bills

against any supplies pending in NCL and also in any other Subsidiary companies/Coal India Ltd.

**19. LOWEST PRICE CERTIFICATE**:- You shall furnish the following certificate to the consignee/paying authority along with the bill:-

“We certify that the prices charged by us against this supply order are the lowest and are same as applicable to other Government Departments/Undertakings/Other Organizations and are not higher than rates quoted/prices charged by us for the same/similar items to other Customers”.

**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.

**21. MANUFACTURER’S TEST CERTIFICATE**:- Manufacturer’s Test Cum Inspection Certificate must be enclosed along with supplies.

**22. Identification Marks/Symbol**:- Each pipe shall be marked with manufacturer’s name or trade mark, type of pipe, grade of material, outside diameter & wall thickness besides “NCL”.

Apart from the above terms and conditions, the supplies will also be governed by the "General Terms & Conditions of Supplies of Stores" issued along with our "Invitation to Tender" and provisions of CIL Purchase Manual unless otherwise stipulated in this supply order.

The Contract is concluded with this acceptance. We enclose 2 copies of the Purchase Order, one of which should be returned to us duly stamped and signed by you as a token of acknowledgement and acceptance of this contract. In case no order acceptance is received within 15 days, it will be presumed that you have accepted the order.

**Yours faithfully,  
(for and on behalf of NCL)**

**(A.K. Giri)**  
Asst. Manager (Excv/MM.)

**(S.K. Agrawal)**  
Chief Manager (MM)

**Copy to:-**

The Chief Vigilance Officer, NCL, Singrauli  
The Depot Officer, Regional Stores, Jayant Project.  
The Area Finance Manager, NCL, Jayant Project  
The General Manager/SO(E&M), NCL, Jayant Project.  
The General Manager (E&M)/ General Manager (Fin.), NCL, Singrauli.  
The General Manager (Stores), NCL, HQ, Singrauli  
The General Manager (MM), CCL/BCCL/ECL/SECL/WCL/MCL/CMPDIL.

The General Manager (E&M), CMPDI Limited, Gondwana Place, Kanke Road, Ranchi-834008, FAX No.: 0651–231447/231851 **(By Registered Post)** :- Kindly arrange to make Pre-despatch inspection after receipt of inspection call from the supplier.

**Ref. No. 63616151/11606053/ERW Pipes/  
M/s Tata Steel Limited, Nagpur**

**Date: 02.03.2017**

This is issued against Indent No.JPR/002112/15-16 dated 20.10.2015, Sanction No. NCL/SGR/E&M/Sanction/2016/231 dated 08.03.2016 and Indent Registration No. 11606053 dated 29.07.2016.

The proposal is concurred vide BC No. NCL/HQ/C&B/Centralised/BC/Other Stores/2016-17/26 dated 24.02.2017 and FC No. NCL/HQ/FC/2016-17/Other Stores/ Centralised/23 dated 24.02.2017 for Rs.21,58,714.30. The purchase proposal has been concurred by Dy. Manager (Fin.)/ MM and approved by GM (MM)/HOD, NCL

**Asst. Manager (Excv/MM.)  
Singrauli**

**Chief Manager (MM)  
Singrauli**