



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

FORMAL ORDER

Ref. No. 63627095 / 21603055

Dated: 16.11.2016

M/s. Heavy Engineering Corporation Limited	Fax No: 0651-2401166 / 2400579 Phone No. 0651-2401438 / 2401410
Marketing Department, HMBP	PCC: By Regd. Post
Ranchi-834004	VENDOR CODE: H-0029 Type of Vendor: PSU

Sub: Our Open Limited Tender Enquiry No. NCL / SGR / MMD / Sec. II / 21603055 / 20 dated 04.08.2016, online bid was opened on 05.09.2016 for supply of End Cover (Drive End) of 24/96 Dragline.
(Tender ID: 2016_NCL_44976_1)

Ref: Your Bid ID: 128771 submitted on 25.08.2016

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	Part No.	Mat. Code	Qty. (Nos.)	Ex-Works Price (INR)	Extension Price (INR)
1	END COVER (DRIVE END) - having 24 Nos. identical bore of Diameter 42 mm each for fitment with rope drum	24062G285	11301050863	01	63,62,000.00	63,62,000.00
Basic Supply Order Value (INR)						63,62,000.00
(Rupees Sixty Three Lakh Sixty Two Thousand Only)						

TOTAL BASIC ORDER VALUE: ₹ 63,62,000.00 (Rupees Sixty Three Lakh Sixty Two Thousand Only)

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Excise Duty, Cess and Sales Tax would be applicable as per the relevant clauses mentioned in this Supply Order.

Major Terms & Conditions

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

PACKING, FORWARDING CHARGES: Nil.

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

EXCISE DUTY: Payable extra at legally applicable rate at the time of supply within the scheduled delivery period against documentary evidence. Present rate of Excise Duty @ 12.50%.

M/s HEC Limited will submit copy of excisable invoice at the time of supply bearing our Centralized Excise Regn. No. AABCN4884HEM011 to enable NCL to avail CENVAT credit.

SALES TAX:- CST will be payable extra at actuals. Present rate of CST is @ 2% against Form-'C'.

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 12 (Twelve) months from the date of receipt of supply order. However early delivery will be preferred. 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, BINA Project, Northern Coalfields Limited, PO: BINA Colliery, Dist.- Sonebhadra (UP)

SECURITY DEPOSIT: Exempted, being PSU

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.

PAYING AUTHORITY: The Area Finance Manager, BINA Project NCL, PO: BINA Colliery, Dist.- Sonebhadra (UP).

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BANK A/C No. of FIRM: State Bank of India, Morwa (Singrauli, MP), Current A/C No.10773219257, IFSC Code: SBIN0003767

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.

You are requested to indicate ECC No., Range, Division and CST Regn. No./TIN No. of the consignee in the cenvatable invoice as per following details:

Sl. No.	Name of the Project / Unit	TIN No.	Centralized Excise Regn. for NCL, Singrauli	Range	Division
1	BINA	09915200012	AABCN4884HEM011	Renukoot	Mirzapur

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 a period of 12 months from the date of 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 under the condition provided by the contract and under proper use, arise due to faulty materials, design or workmanship (excluding normal wear and tear) and shall remedy such defect at your 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

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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 have to 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.

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 at the risk and cost of the defaulting supplier. It is mentioned clearly 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 DAMAGES: 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.
- 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 other of a similar description without cancelling the supply order in respect of 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 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 by 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

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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:

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.

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 Organisations.

AUDITOR'S CERTIFICATE:

You will furnish a certificate from your Auditor that excise duty has been paid as per prevailing Excise Rules. Refund /credit, if any, obtained of Excise Duty shall

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be passed on to NCL. The certificate shall be submitted by you along with your bill.

IDENTIFICATION MARK:

(a) The manufacturer's distinctive identification mark / symbol as also Serial No. size, type, product designation etc. if any, must be clearly embossed / engraved / punched on each and every item, as far as practicable and wherever possible, at a visible place which is not subjected to normal wear and tear. Apart from this a tag may be attached to each part / item giving identification mark, part no., description, year and month of manufacture etc.

(b) The Spares supplied to NCL should bear NCL identification mark. The word "NCL" must be embossed/ engraved/ punched. For specific item where this is not possible, the marking may be done by metal marker or painting also.

TEST-CUM-INSPECTION CERTIFICATE:

Each supply should accompany the Test-Cum-Inspection Certificate duly signed by the authorised 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 alongwith your bill.

FITMENT GUARANTEE CERTIFICATE:

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

ARBITRATION:

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:

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
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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,

(S. 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, Bina
The AFM, NCL HQ, Singrauli
The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

This is issued against Indent No. BPR / 000103 / 16-17 dated 18.04.2016 for procurement of End Cover (Drive End) of 24/96 Dragline and sanction communicated by S.E.(Excv), HQ vide Ref. No. EX / SGR / 353 / 2016 / 259 dated 06.06.2016 & Indent Registration No. 21603055.

B.C. No.

Project	BC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / BC / 2017-18 / Centralized HEMM Spares / 01	10.11.2016	₹ 73,00,395.00

F.C. No.

Project	FC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / FC / 2017-18 / Centralized HEMM Spares / 01	10.11.2016	₹ 73,00,395.00

This issues with the approval of CMD, NCL.