



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. – 63647097/414A1015

Dated 16.11.2016

Supply Order

To.

M/s. Shri Balaji Industrial Products Limited	Fax No. 0141-2340807
48, Industrial Area, Jhotwara,	Tel.No.01412340609/2342496/2342496
Jhotwara, Jaipur-302012	PCC: By Regd. Post
Rajasthan	Vendor Code: S-1571

Sub: Supply of Matching set of “Tooth point Set” & “Adopter Set” for 24/96 Dragline (Hendrix Bucket).

Ref: Rate Contract No.63547987/414A1015 Dt. – 14.07.2015

Dear Sirs,

In reference to the above, we are pleased to place order on you for supply of the following material(s). The Supply Order shall be governed by the Specification, Prices, Terms & Conditions mentioned hereunder:-

1. SCOPE OF SUPPLY:

Sl. No.	Item Description	Part No.	Qty. (Nos.)	Basic Unit Price (Rs.)
01.	Matching Set of Tooth Points & Adopters for Hendrix Bucket of 24/96 Dragline consisting of 02 Tooth Point Set with 01 Adopter Set.			
	Item for Two Tooth Point Set :-			
1(a).	Tooth Point	H950	02	7680.00
1(b).	Pin	5B	02	240.00
	Item for One Adopter set :-			
1(c).	Adopter	H505X9505	01	7840.00
1(d).	Adopter Keeper	H505W1	01	450.00
1(e).	Adopter Keeper	H505SP	01	475.00
	Basic Value of One Matching set			16685.00
02.	Quantity to be Ordered	120 Sets		
03.	Basic value for matching 200 sets			2002200.00
04.	ED @ 12.50%			250275.00
05.	CST @ 2%			45049.50
06	Freight @ 5.26% on Tooth Point & adopter			97962.24
	Total			2395486.74
07	Entry Tax @ 1% on total			23954.87
	Total Landed Cost (Rs.) Rounded off			2419442.00

Total Landed Value: - The Total Landed value is Rs. 24,19,442.00 (Rs. Twenty Four Lakhs Nineteen Thousands Four Hundred and Forty Two only)

TERMS & CONDITIONS:

- 2. PRICES:** Prices are FIRM on FOR Destination basis till execution of order.
- 3. Security Deposit:**-10 % of the Total Order Value on Landed basis to be deposited by way of Bank Guarantee/Demand Draft with the concerned DDO/Paying Authority within 15 days of issue of Supply Order.
- 4. PACKING & FORWARDING CHARGES (incl. Service Tax):** Nil.
- 5. Freight Charges (incl. Service Tax):** - To be paid extra @ 5.26 % on basic rate of Adopter & Tooth Point of Hendrix Bucket only.
- 6. INSURANCE CHARGES (incl. Service Tax):** -Inclusive.
- 7. EXCISE DUTY:** Excise Duty would be paid extra at legally leviable rate at the time of supply within delivery period. Excise Duty will be paid on submission of Original Buyer's copy of Cenvatable Invoice to avail CENVAT benefit by NCL. Present rate of Excise Duty is 12.50%. Refund/Credit if any obtained shall be passed on to NCL which shall be certified by the auditor of the firm. Excise Registration no of NCL-AABCN4884HEM011.Your bill (Cenvatable) should bear this no. to enable NCL to claim CENVAT CREDIT.
- 8. SALES TAX:** CST extra as applicable at the time of supply. Present rate is 2% against form "C ". Form -C shall be provided by paying authority.
- 9. ENTRY TAX:** Payable extra as applicable to the State Govt. Authority directly by the consignee/paying authority. Present rate is 1% on landed value.
- 10. DELIVERY PERIOD:** Delivery shall be reckoned from supply completion date last order no. 63647090/414A1015 Dated 04.11.2016 (extended delivery period date will not be considered) or date of this order which is later @ minimum 65 Sets per month. The Matching Tooth Point Adopter Set should be supplied on one lot and the part supplies will not be accepted.
- 11. CONSIGNEE:** Depot Officer, Central Stores, Jayant, Northern Coalfields Limited, P.O. Jayant Project – 486890, Dist. Sidhi (M.P.) (Sales Tax No. CST/RWA/SDH/SRL/43© dtd. 15.11.97 MPST/RWA/SDH/159 dtd. 15.11.79)
- 12. PAYMENT TERMS:** 100% payment including all taxes and duties shall be made within 21 days of receipt and 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 therefore requested to indicate EFT No. and other relevant details in your bill(s).
- 13. BANKER'S NAME & ACCOUNT NO. :** State Bank of Bikaner & Jaipur , Industrial area , Jhotwara Branch , CC A/C No. 51014154898, IFSC Code: SBBJ0010028.
- 14. PAYING AUTHORITY:** Area Finance Manager, NCL, HQ, Singrauli.
- 15. SUBMISSION OF BILLS:** 100% Cenvatable Invoice with taxes & duties duly stamped and Pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents:
 - (i) Receipted Challan
 - (ii) Pre-despatch Inspection Certificate by CMPDIL, if any.
 - (iii) Guarantee/Warranty Certificate
 - (iv) Manufacturer's test –cum- Inspection Certificate
 - (v) Any other document required as per order duly authenticated.

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

- 16. PACKING:** 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.
- 17. MODE OF DESPATCH & 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 required, the consignees may be contacted for road permits.
- 18. LOWEST PRICE CERTIFICATE:** You shall certify on the body of each invoice/bill that the “prices charged are the lowest and is the same as applicable to other Government departments / Undertakings including DGS&D, CIL and its subsidiaries”.
- 19. INSPECTION:**
- (a) **No Pre-dispatch** inspection shall be carried out.
 - (b) **Final Inspection**: Final Inspection shall be carried out by or the authorized representative of GM (Exc.)/HOD, HQ, NCL and the same shall be final. The stores found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement within 30 (thirty) days from the date of intimation.
- 20. RISK PURCHASE:** In the event of failure of 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, 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 the supplier 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 Ltd.
- 21. LIQUIDATED DAMAGE CLAUSE:** In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order, NCL have the right:
- a. To recover from you as agreed liquidated damages, a sum of **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. Or 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 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 agreed liquidated damage 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 to the suppliers, 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 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. The supplier shall not be entitled to any gain on any such purchase.

22. 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) 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.

(b) For delay arising out of Force majeure, the supplier will not claim any 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.

23. 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 the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the priced chargeable under this contract, the supplier 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.

24. PERFORMANCE:-

Guaranteed Life :

Sl. No.	Item Description	Part No.	Qty. (Nos.)	Guaranteed Life (Hrs)
01.	Matching Set of Tooth Points & Adopters for Hendrix Bucket of 24/96 Dragline consisting of 02 Tooth Point Set with 01 Adopter Set.			400
	Item for One set of Tooth Point Set :-			
1(a).	Tooth Point	H950	01	200
1(b).	Pin	5B	01	
	Item for One set of Adopter set :-			
1(c).	Adopter	H505X95	01	400
1(d).	Adopter Keeper	H505W1	01	
1(e).	Adopter Keeper	H505SP	01	

a) The “Matching sets” or “Tooth point Set” will be used in various project of NCL in their respective machines. Each “Tooth point set ” and “Adopter set” shall be guarantee for minimum life as indicated above.

b) The performance of “Tooth point set” and “ Adopter set” will be monitored separately.

c) Where items are being procured in “Matching set”, failure of “Adopter set” will be treated as failure of “Tooth point adopter set”.

d) **Premature Failure:** The "Tooth Point Set" and “Adopter set” should achieve a life of at least 60% of the guaranteed life indicated above rounded off to the nearest tens. In case any tooth point set/adopter set fail before achieving the life mentioned above, it will be treated as premature failure unless the failure is not on account of operational fault and free replacement with new "tooth point set" or “adopter set” will have to be made within 45 days from the date of intimation from the Chief Manager/GM (Excv.) of user project/GM(Excv.) NCL HQ.

Pre-mature failure of more than 10% of the total supplied quantity to all DDOs will be considered as poor performance/quality on part of the vendor for consideration in future tenders.

e) The supplier may inspect the failed items jointly, if he desires so, within 15 days from the date of intimation of failure. If no joint inspection is made within this period it will be presumed that the supplier has accepted the failure and no subsequent claim in this regard will be entertained.

f) Any tooth point set or adopter set fallen in OB during operation will not be available for joint inspection. In such cases, the falling of adopter set will be considered as operational fault if it is due to worn out lip of the Dipper. The same will be decided by comparing the lip of the dipper with standard template. The standard template will be kept with the project for use during joint inspection/initial fitment of adopter set. The user project have to assure the fitment of all adopter set only after rebuilding lip area of the dipper as far as practicable and submit joint inspection report immediately after initial fitment indicating fitment of all component such as adopter, C clamp, wedge, tooth point, rubber lock etc. Any change in profile / shape during operation has to be brought to the knowledge of the supplier by the user project immediately.

g) The "tooth point set" and “Tooth point Adopter set” supplied against premature failures will also be covered under minimum guaranteed life prescribed.

h). In case supplier fails to replace prematurely failed items in time, deduction will be made from the pending/future bill an amount equal to the landed cost of the "Tooth Point Set" or "Tooth point Adopter Set" or proportionate amount will have to be deposited to NCL, if no bills are pending.

i) In case the stores supplied against this rate contract achieve life less than the Guaranteed Life but more than the base line prescribed for premature failure, the supplier shall compensate NCL for the short fall on pro-rata basis, such pro-rata calculation shall be done based on notional value of the tooth point set/adopter set.

j) The claim against premature failure/failure before the desired life, as indicated above shall be lodged by Chief Manager/GM (Excv.) of user project/GM(Exc.) NCL HQ for supplies against particular order. In case no claim is lodged within 150 days from the date of completion of supplies, it will be presumed that there are no premature failures against the order and the vendor will not be liable for claims logged afterwards.

k) The user project will be held responsible for non-preference of the claim. All cases of warranty replacements/rectification will be decided on the basis of joint inspection of User’s representative & of Seller’s representative. However, in case of any dispute, the decision of N.C.L. Management shall be final.

25. IDENTIFICATION MARK: The serial number of tooth point/ adopter, vendor’s logo and the word 'NCL' must be embossed on each and every item at a place which is not subjected to normal wear and tear for convenience of identification at any time during or after use.

26. FITMENT GUARANTEE: It will be your responsibility to ensure that the items supplied will fit and function properly in respective machines.

27. NODAL OFFICER: Chief Manager/GM (Excv.) of the user project/ GM (Exc.), NCL, HQ. will be the Nodal Officer responsible for monitoring the performance of stores supplied against this R/c. He will be responsible for lodging the claims and obtaining replacements through Regional Store/ Central Store under intimation to the GM (Excv.) NCL. All claims against this Supply Order shall be lodged by the Chief Manager/GM (Excv.) of the user project not later than 150 days from the completing supply. Claims lodged beyond this period shall not be binding on the supplier.

28. MONTHLY STATEMENT OF DELIVERY: You are requested to submit a statement in duplicate by the 8th of every month to the undersigned showing the supply order indicating the position as on the last date of previous month on the proforma given below :

Sl. No.	C Note No. & Dt.	S/O No. & Dt.	Consignee name	Qty. ordered item wise	Qty. supplied item wise	Balance Qty. to be supplied item wise.

29. JURISDICTION OF COURT: Any dispute arising out of this order will be subject to the jurisdiction of Waidhan / Singrauli Court (M.P.).

All other terms and conditions will be as per above referred rate contract

You are requested to please acknowledge receipt and acceptance of Supply 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,

(O.P. Srivastava)
Sr. Manager (MM)

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

Encl: Annexure-I - Bank Guarantee Format for Security Deposit

Copy to forwarded to:-

1. CVO, NCL Singrauli
2. DT (O) Secretariat, NCL, Singrauli
3. GM (F) / Incharge / AFM (HQ.), NCL, Singrauli
4. The Depot Officer, Central Store, Jayant
5. GM /Depot Officer/AFM: Jayant Project
6. GM (Excv.)/HOD, GM (Stores), NCL, Singrauli.

Note to Consignee / Paying Authority : For the purpose of accountal & settlement of claims, the Unit Basic Rate of the items comprising the complete matching set for R/c item may be considered and the other charges like Excise Duty, Sales Tax, Freight etc calculating landed cost would be applicable extra.

Allocation – (Jayant Project) - a. Quantity - 120 Sets
b. Indent no - JPR/000705/16-17 Dated 09.07.2016

BC detail is mentioned below:-

Sl. No.	BC. No.	Value (in Rs.)
1	NCL/JNT/16-17/Dragline/23 dated 06.10.2016	Rs. 24,19,442.00

Details of order placed against the rate contract for Matching Set of Tooth Point & Adopters for Hendrix Bucket of 24/96 Dragline:-

Sl. No.	Order No. and Date	Ordered Qty.
01	63547102/414A1015 dt.- 14.08.2015	120 sets
02	63547132/414A1015 dt.- 23.09.2015	100 sets
03	63547140/414A1015 dt.- 07.10.2015	200 sets
04	63547171/414A1015 dt.- 05.12.2015	145 sets
05	63647039/414A1015 dt.- 30.06.2016	45 sets
06	63647080/414A1015 dt.- 17.10.2016	100 sets
07	63647090/414A1015 dt.- 04.11.2016	200 sets

Sr. Manager (MM)

Chief Manager (MM)-III