



Northern Coalfields Limited
(A Govt. of India Enterprise)
A Subsidiary of Coal India Ltd)
Materials Management Department
P.O.Singrauli Colliery, Dist.Singrauli(MP) 486889
Ph: 07805-266606/256261 Fax: 266388/266640
Website : www.ncl.nic.in / www.tenders.gov.in

Ref: No. 63636077/313A1078

Date : 08.10.2016

FORMAL ORDER

To

M/s Singla Cables, Lane 2, Phase – II, SIDCO Industrial Complex, Bari Brahmana, JAMMU – 181 133 (J&K).	<u>Vendor Code – S1263</u> <u>Fax No : 01923-221896</u> PCC: By Regd. Post
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Dear Sirs,

Sub: Supply of Telephone Cable

**Ref : 1.Our Tender Enquiry No. NCL/SGR/MMD/Sec III/Telephone Cable/
315A1078 /63 dated 28.07.2015 , opened on 07.09.2015.**
**2. Your Offer submitted against Tender ID : 2015_NCL_17335_1 and all
subsequent clarification/confirmation.**

With reference to the above, we hereby place our formal Supply Order on you for supply of the following materials. The supply shall be governed by the specifications, prices, terms and conditions mentioned hereunder and also unless otherwise specified as per General Terms and Conditions of the NIT :-

SCOPE OF SUPPLY

Item Sl. No.	Item Description	Qty. (Mtr.)	Basic Unit Price/Mtr (Rs)	Extension Price (Rs)
5	10 pair PVC Non-jelly filled unarmoured telephone cable	6000	39.00	234000.00
6	05 pair PVC Non-jelly filled unarmoured telephone cable	29000	23.00	667000.00
7	2 pair PVC Non-jelly filled unarmoured telephone cable	19500	20.00	390000.00
9	4 Pair UTP (Unshield Twisted Pair)	2200	50.00	110000.00
Total				1401000.00

TOTAL LANDED VALUE : Rs. 16,51,316.67 (Rupees Sixteen Lakhs Fifty One Thousand Three Hundred Sixteen and paise Sixty Seven only) inclusive of taxes and duties and other charges as shown below.

TERMS & CONDITIONS

- 1. BASIS OF PRICE :** Prices are inclusive of Packing & Forwarding charges on FOR Destination basis. for which Freight & Transit Insurance charges shall be paid extra as indicated in the subsequent clauses. The prices shall remain firm till completion of supplies.
- 2. FREIGHT CHARGES :** Extra @ 4%_.
- 3. INSURANCE CHARGES :** Extra @ 0.20 %
- 4. EXCISE DUTY :** Excise Duty shall be paid extra at actuals against documentary evidence at the legally applicable rate at the time of supply, which is presently applicable @ 12.5%.

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 material along with the final bill(s) indicating therein Northern Coalfields Limited's ECC No, Range, Division and Commissionerate along with other details as detailed below:

Clean Energy Cess Regn. No./ Excise Regn.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan	Satna	Bhopal

You have to submit your auditor's certificate along with the bill confirming that refund/ credit if any obtained against Excise Duty has been/ shall be passed on to Northern Coalfields Ltd.

5. SALES TAX: Nil against Form C.

6. ENTRY TAX: To be paid extra at actuals, as legally leviable, to the State Govt. authority directly by the Paying Authority for the supplies to be made at Central Store Jayant (M.P.) which is presently applicable @ 1 %.

7. DELIVERY PERIOD: Within 6 (Six) months from the date of receipt 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.

8. CONSIGNEE: The Depot Officer, Central Stores, Northern Coalfields Limited, P.O. Jayant, Dist. Singrauli – 486890 (MP)

9. SECURITY DEPOSIT : You are advised to submit security money for Rs. **1,65,131.00** (Rupees One lakh Sixty Five thousand one hundred thirty one 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 order, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be 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.

10. PAYMENT TERMS: 100% payment including all taxes & duties shall be made by the Paying authority within 21 days of receipt and acceptance of materials at site by the consignee or submission of bill(s), complete in all respect, whichever is later. The payment will be made through Electronic Fund Transfer (EFT) or e-payment.

11. PAYING AUTHORITY : The Area Finance Manager(HQ), Northern Coalfields Limited, P.O. Singrauli, Dist. Singrauli (MP - 486889).

12. BANKER'S NAME : J&K Bank, Sidco Industrial Complex, Bari Brahmana, Jammu (J&K). A/c No. 0230020100000118, IFSC Code : JAKAOESTATE.

13. SUBMISSION OF BILLS: 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents :--

- (i) Receipted Challan
- (ii) Guarantee/Warranty Certificate
- (iii) Maker's Test-cum-Inspection Certificate
- (iv) Any other document required as per order duly authenticated.

A set of above documents should be submitted to the consignee also.

14. PACKING : Consignment should be securely packed & marked as per standard Trade practices/BIS Norms to withstand the rigors of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination. Packing of materials should conform to the requirement of carrier.

15. MODE OF DESPATCH & ROAD PERMIT : By Road transport only on Door Delivery basis at your risk. Safe arrival of material at consignee's end will be responsibility of the supplier. As per present rules of UP State Govt, Road Permit is required to be accompanied with each supply in case of Road Transportation. In MP no road permit is required as per present rules as NCL is a PSU. However, if the same is made applicable, you are advised to write to the 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 the number of Road Permits required from the consignee concerned.

16. LOWEST PRICE CERTIFICATE: You shall submit a certificate on the body of each bill stating that I/we do hereby certify that "the prices charged by us against this supply order are the lowest and are the same as applicable to other Government departments/Undertakings/CIL and its subsidiaries./other organisations and are not higher than the rates quoted/charged by us for the same items to other customers. "

17. INSPECTION

- a) **Pre-dispatch Inspection**: No pre-dispatch inspection shall be carried out.
- b) **Final Inspection** : Final Inspection shall be carried out by the authorized representative of GM(E&T)/NCL after receipt of materials at consignee's end.

18. LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of any of the terms & 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). Where felt necessary the limit of 10 % can be increased to 15 % at the sole discretion of GM(MM)/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 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 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.

19. 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.

20. 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.

21. WARRANTY/GUARANTEE:

You shall give a warranty 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 of materials at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may develop, under the conditions provided for by the contract and under proper use, arising due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes necessary for the supplier to replace or 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. The supplier will bear all costs connected to replacement of materials to ultimate Consignee in case any replacement is required on receipt of materials.

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.

22.PERFORMANCE BANK GUARANTEE : The Performance Bank Guarantee is to be submitted for Rs. **1,65,131.00** (Rupees One lakh Sixty Five thousand one hundred thirty one 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 18 months from the date of receipt and acceptance of the materials at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit. Security deposit, if deposited, may be converted in to performance guarantee. In case, the security money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee provided the validity is 18 months from the date of receipt and acceptance of materials at site.

23.The supplier shall warrant that the item(s) supplied under this contract / supply order:

- (a) Is new, unused and or 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.

24. Manufacturer's Test-cum-Inspection Certificate should be submitted along with the supplies.

25. Apart from the above terms & condition, the order will also be governed by the “General Terms & Conditions of Supply of Stores” enclosed with the NIT and all the terms & conditions of NIT as well as Provisions of CIL Purchase Manual unless otherwise specified in this order.

26. **IDENTIFICATION MARK** : The word “NCL” along with Manufacturer’s distinctive identification mark/symbol must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached to each item giving identification mark.

27. **Jurisdiction of Court** : All disputes are subject to jurisdiction of “Singrauli Court” only.

The contract is concluded with this acceptance. You are requested to kindly acknowledge receipt and acceptance of order within 10 days from the date of issue of order. In case, no reply is received within the above period, it will be presumed that the order has been accepted by you without any precondition.

Encl. Annexure – I (Technical specifications)

Yours faithfully,
For and on behalf of Northern Coalfields Limited,

(Prateek Singh)
Assistant Manager(X/MM)

(D Dhanabalan)
Sr Manager (MM)

Copy to:

1. CVO, NCL (HQ)
2. Sr. Officer (Sectl) to Dir (T/Oprns), NCL(HQ), Singrauli
2. GM(E&T)/GM(Stores)/GM(Fin)I/C-- NCL(HQ), Singrauli
3. GM(MM): CIL/ECL/BCCL/CCL/WCL/SECL/MCL
4. Consignee: The Depot Officer, Central Stores, Northern Coalfields Limited, P.O. Jayant, Dist. Singrauli – 486890 (MP) :- With a request to intimate regarding execution of supply.
5. Paying Authority: The Area Finance Manager(HQ), Northern Coalfields Limited, P.O. Singrauli, Dist. Singrauli (MP - 486889).

This is issued with the approval of Director(T/Oprns), NCL Against MB 14-15 communicated by CM(Stores) vide letter no. NCL/SGR/Stores/MB 2014-15/Tele Cable/1571 dated 14.07.2014 and MB 2015-16 communicated by CM(Stores vide letter no. NCL/SGR/Stores/MB 15-16/5477 dated 31.03.2015.

BC No. NCL/HQ/C&B/Centralized/BC/ Other Stores/ 2016-17/15 dated 28.09.2016

FC No. NCL/HQ/FC/2016-17/Other Stores/ Centralized/14 dated 28.09.2016

ANNEXURE - I

TECHNICAL SPECIFICATIONS

A) 10/5/2 Pair PVC Non-Jelly filled unarmoured Telephone Cable.

- 1) 0.5 mm diameter unarmoured copper conductor tinned PVC insulated taped & PVC sheathed.
- 2) Drum length of 1000 mtrs with tolerance of +/- 10% will be accepted.

B. 4 Pair UTP (Unshield Twisted Pair)

- 1) 0.573mm (23 AWG) diameter Bare solid Copper conductor which should be PVC insulated
- 2) TIA/EIA-568-C2 cat 6 and ISO/IEC 11801 standard.
- 3) UL/EN compliance.
- 4) Cable length 305m (1000feet) rolls.



Northern Coalfields Limited
(A Govt. of India Enterprise)
A Subsidiary of Coal India Ltd)
Materials Management Department
P.O.Singrauli Colliery, Dist.Singrauli(MP) 486889
Ph: 07805-266606/256261 Fax: 266388/266640
Website : www.ncl.nic.in / www.tenders.gov.in

Ref: No. 63636078/313A1078

Date : 08.10.2016

FORMAL ORDER

To

M/s Elkay Telelinks Limited, Plot No. 141, Sector -24 Faridabad Haryana -121005	Vendor Code – E0235 Fax No : 0129-4182777 Contact No.9811705311 PCC: By Regd. Post
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Dear Sirs,

Sub: Supply of Telephone Cable

**Ref : 1.Our Tender Enquiry No. NCL/SGR/MMD/Sec III/Telephone Cable/
315A1078 /63 dated 28.07.2015 , opened on 07.09.2015.**

**2. Your Offer submitted against Tender ID : 2015_NCL_17335_1 and all
subsequent clarification/confirmation.**

With reference to the above, we hereby place our formal Supply Order on you for supply of the following materials. The supply shall be governed by the specifications, prices, terms and conditions mentioned hereunder and also unless otherwise specified as per General Terms and Conditions of the NIT :-

SCOPE OF SUPPLY

Item Sl. No.	Item Description	Qty. (Mtr.)	Basic Unit Price/Mtr (Rs)	Extension Price (Rs)
1	100 pair jelly filled armoured Telephone cable	18000	263.00	4734000.00
2	50 pair jelly filled armoured Telephone cable	1200	161.00	193200.00
3	20 pair jelly filled armoured Telephone cable	10000	73.00	730000.00
4	5 pair jelly filled armoured Telephone cable	3000	35.00	105000.00
Total				5762200.00

TOTAL LANDED VALUE : Rs 67,96,388.13 (Rupees Sixty Seven Lakh Ninety Six Thousand Three Hundred Eighty Eight and paise Thirteem only) inclusive of taxes and duties and other charges as shown below.

TERMS & CONDITIONS

1.1. BASIS OF PRICE : Prices are inclusive of Packing & Forwarding charges on FOR Destination basis for which Freight & Transit Insurance charges shall be paid extra as indicated in the subsequent clauses. The prices shall remain firm till completion of supplies.

2. FREIGHT CHARGES : Payable extra @ 2%

3. INSURANCE CHARGES : Payable extra @ 0.03%

4. EXCISE DUTY : Excise Duty shall be paid extra at actuals against documentary evidence at the legally applicable rate at the time of supply, which is presently applicable @ 12.5%.

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 material along with the final bill(s) indicating therein Northern Coalfields Limited's ECC No, Range, Division and Commissionerate along with other details as detailed below:

Clean Energy Cess Regn. No./ Excise Regn.	Range	Division	Commissionerate
AABCN4884HEM011	Waidhan	Satna	Bhopal

You have to submit your auditor's certificate along with the bill confirming that refund/ credit if any obtained against Excise Duty has been/ shall be passed on to Northern Coalfields Ltd.

5. SALES TAX: Concessional Central Sales Tax will be payable extra at actuals as legally 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'.

6. ENTRY TAX: To be paid extra at actuals, as legally leviable, to the State Govt. authority directly by the Paying Authority for the supplies to be made at Central Store Jayant (M.P.) which is presently applicable @ 1 %.

7. DELIVERY PERIOD: Within 6 (Six) months from the date of receipt 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.

8. CONSIGNEE: The Depot Officer, Central Stores, Northern Coalfields Limited, P.O. Jayant, Dist. Singrauli – 486890 (MP)

9. SECURITY DEPOSIT : You are advised to submit security money for Rs 6,79,638.00 (Rupees Six lakh Seventy Nine thousand Six Hundred thirty 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 order, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be 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.

10. PAYMENT TERMS: 100% payment including all taxes & duties shall be made by the Paying authority within 21 days of receipt and acceptance of materials at site by the consignee or submission of bill(s), complete in all respect, whichever is later. The payment will be made through Electronic Fund Transfer (EFT) or e-payment.

11. PAYING AUTHORITY : The Area Finance Manager(HQ), Northern Coalfields Limited, P.O. Singrauli, Dist. Singrauli (MP - 486889).

14. BANKER'S NAME : State Bank of Patiala, Mid Corporate Branch, Faridabad, Haryana A/c No. 65033274437, IFSC Code : STBP0000771

15. SUBMISSION OF BILLS: 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with the following documents :-

- (v) Receipted Challan
- (vi) Guarantee/Warranty Certificate
- (vii) Maker's Test-cum-Inspection Certificate
- (viii) Any other document required as per order duly authenticated.

A set of above documents should be submitted to the consignee also.

16. PACKING : Consignment should be securely packed & marked as per standard Trade practices/BIS Norms to withstand the rigors of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination. Packing of materials should conform to the requirement of carrier.

17. MODE OF DESPATCH & ROAD PERMIT : By Road transport only on Door Delivery basis at your risk. Safe arrival of material at consignee's end will be responsibility of the supplier. As per present rules of UP State Govt, Road Permit is required to be accompanied with each supply in case of Road Transportation. In MP no road permit is required as per present rules as NCL is a PSU. However, if the same is made applicable, you are advised to write to the 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 the number of Road Permits required from the consignee concerned.

18. LOWEST PRICE CERTIFICATE: You shall submit a certificate on the body of each bill stating that I/we do hereby certify that “the prices charged by us against this supply order are the lowest and are the same as applicable to other Government departments/Undertakings/CIL and its subsidiaries./other organisations and are not higher than the rates quoted/charged by us for the same items to other customers.”

19. INSPECTION

- a) **Pre-dispatch Inspection:** No pre-dispatch inspection shall be carried out.
- b) **Final Inspection :** Final Inspection shall be carried out by the authorized representative of GM(E&T)/NCL after receipt of materials at consignee’s end.

20. LIQUIDATED DAMAGE CLAUSE: In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of any of the terms & 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). Where felt necessary the limit of 10 % can be increased to 15 % at the sole discretion of GM(MM)/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 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 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.

21. 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.

22. 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.

23. WARRANTY/GUARANTEE:

You shall give a warranty 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 of materials at consignee's end whichever is earlier. The supplier shall be responsible for any defect that may develop, under the conditions provided for by the contract and under proper use, arising due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes necessary for the supplier to replace or 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. The supplier will bear all costs connected to replacement of materials to ultimate Consignee in case any replacement is required on receipt of materials.

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.

24. PERFORMANCE BANK GUARANTEE : The Performance Bank Guarantee is to be submitted for Rs. **6,79,638.00** (Rupees Six lakh Seventy Nine thousand Six Hundred thirty 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 18 months from the date of receipt and acceptance of the materials at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit. Security deposit, if deposited, may be converted in to performance guarantee. In case, the security money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee provided the validity is 18 months from the date of receipt and acceptance of materials at site.

25. The supplier shall warrant that the item(s) supplied under this contract / supply order:

- (a) Is new, unused and or 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.

26. Manufacturer's Test-cum-Inspection Certificate should be submitted along with the supplies.

27. Apart from the above terms & condition, the order will also be governed by the "General Terms & Conditions of Supply of Stores" enclosed with the NIT and all the terms & conditions of NIT as well as Provisions of CIL Purchase Manual unless otherwise specified in this order.

28. **IDENTIFICATION MARK** : The word "NCL" along with Manufacturer's distinctive identification mark/symbol must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached to each item giving identification mark.

29. **Jurisdiction of Court** : All disputes are subject to jurisdiction of "Singrauli Court" only.

The contract is concluded with this acceptance. You are requested to kindly acknowledge receipt and acceptance of order within 10 days from the date of issue of order. In case, no reply is received within the above period, it will be presumed that the order has been accepted by you without any precondition.

Encl. Annexure – I (Technical specifications)

Yours faithfully,
For and on behalf of Northern Coalfields Limited,

(Prateek Singh)
Assistant Manager(X/MM)

(D Dhanabalan)
Sr Manager (MM)

Copy to:

1. CVO, NCL (HQ)
2. Sr. Officer (Sectl) to Dir (T/Oprns), NCL(HQ), Singrauli
2. GM(E&T)/GM(Stores)/GM(Fin)I/C-- NCL(HQ), Singrauli
3. GM(MM): CIL/ECL/BCCL/CCL/WCL/SECL/MCL
4. Consignee: The Depot Officer, Central Stores, Northern Coalfields Limited, P.O. Jayant, Dist. Singrauli – 486890 (MP) :- With a request to intimate regarding execution of supply.
5. Paying Authority: The Area Finance Manager(HQ), Northern Coalfields Limited, P.O. Singrauli, Dist. Singrauli (MP - 486889).

This is issued with the approval of Director(T/Oprns), NCL. Against MB 14-15 communicated by CM(Stores) vide letter no. NCL/SGR/Stores/MB 2014-15/Tele Cable/1571 dated 14.07.2014 and MB 2015-16 communicated by CM(Stores vide letter no. NCL/SGR/Stores/MB 15-16/5477 dated 31.03.2015.

BC No. NCL/HQ/C&B/Centralized/BC/ Other Stores/ 2016-17/15 dated 28.09.2016
FC No. NCL/HQ/FC/2016-17/Other Stores/ Centralized/14 dated 28.09.2016

ANNEXURE - I

TECHNICAL SPECIFICATIONS

A) 100/50/20/5 Pair Jelly filled Armoured Telephone Cable.

- 1) Jelly filled armoured cable conforming to TSEC/TEC Specification No.: G/CUG-01/02 Feb' 96, G/CUG-02/01 June '98 or as per latest amendments.
- 2) Core conductor of the cable should be made of solid annealed copper wire in size 0.5 mm diameter.
- 3) Copy of the TEC/TSEC approval for the above cable should accompany the consignment

- 4) 100,50 & 20Pair cable's unit drum length of 500 mtrs with a tolerance of +/- 10% will be acceptable and for 5 Pair Jelly filled cables unit drum length of 1000 mtrs with +/- 10% tolerance will be acceptable. However a tolerance of +/- 5% will be allowed on total quantity of 100/50/20/5 Pair cables