

सामग्री प्रबंधन विभाग /Materials Management Department



CIN: U10102MP1996GOI003160  
An ISO 9001, ISO 14001, A OHSAS 18001 Certified Company  
प्लॉट: मिर्चोली कोनिचरी, विभा- मिर्चोली, प.प. पिन 486009 Post: Singuruli Colliery, Distt: Singuruli, M.P. PIN-486009  
Phone: 07805- 266388, (FAX) 266640 email: [grm@ncl.coalindia.com](mailto:grm@ncl.coalindia.com) : [www.ncl.co.in](http://www.ncl.co.in)

Ref No 63717 050 /316A1115

Dr 09/10/2017

Category of Enterprise	Micro/Small General
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**Supply Order**

To

M/s. RRL Steels Ltd.	Fax No 033-22306460
4, BBD Bag (East)	Tel No 033-22302798/6442
Stephen House - 3 <sup>rd</sup> Floor, Room No 47/1	PCC By Regd Post
Kolkata - 700001	<b>Vendor Code: R-0127</b>

**Sub:** Formal Order for Supply of ESCO Type Tooth Point & Adopter (Super V model) of P&H 1900 AL, RB/BE-195/ Marion 182M 10 Cum shovel

**Ref:** 1 Our Tender No NCL/SGR/MMD/Sec IV/OPS/316A1115/98, Dated 30 03 17, opened on 12 06 2017 | Tender ID - 2017\_NCL\_66386\_1]

2. Your offer submitted online against Tender ID - 2017\_NCL\_66386\_1

3 Your letter No RSL/NCL-HQ/17-18/068 dtd 28 08 2017 along with certificate of practicing Chartered Accountant as per Ant profiteering Clause of GST Act.

Dear Sirs,

With reference to the above, we hereby place our formal Order on you for supply of following materials as per Scope of Supply, specifications, prices, terms & conditions detailed below

**Scope of Supply**

Sl No.	Description (set)	Item Description	Part No	Qty for 390 Sets (Nos )	Unit Basic Price (Rs )	Extended Value (Rs )
i	ESCO Type Tooth Point & Adopter Set (Super V model) of P&H 1900 AL, RB/BE-195 & Marion 182 M 10 CuM Shovel	Adopter, Part No	468V71	390	56840 00	22167600 00
ii		'C' Clamp, Part No	H468CL	390	5075 00	1979250 00
iii		Wedge, Part No	H46W812	390	2538 00	989820 00
iv		Tooth Point,	V71RXL	1560	15225 00	23751000 00
v		Pin	V71PN	1560	1522 00	2374320 00
Basic Order Value (Rs )						51261990 00
IGST @ 18% (Rs )						9227158 20
Landed Value (Rs )						6,04,89,148 20

**Make: RRL Steels Ltd, Logo: RSL**

**Basic Order Value:** Rs 5,12,61,990 00 (Rs Five Crore Twelve Lakhs Sixty One Thousand Nine Hundred Ninety only)

**TERMS & CONDITIONS:**

**1. Basis of Price:** The above prices are inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges etc on FOR Destination basis & will remain firm till completion of supplies.

**2. GST/Input Tax Credit:** GST shall be payable extra at actuals at legally applicable rate at the time of supply, which is presently applicable @ 18%, on which Input Tax Credit shall be availed by NCL. You will issue invoice as per the GST Act to avail Input Tax Credit by NCL.

**If there be any statutory increase in the rates of Taxes & Duties during the extended Delivery period (beyond stipulated Delivery period), NCL shall not pay the increase in the Taxes & Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.**

**3. SECURITY DEPOSIT** You are advised to submit Security Money for Rs 60,48,915.00 (Rupees Sixty Lakhs Forty Eight Thousand Nine Hundred Fifteen only) in the form of Bank Draft in favour of Northern Coalfields Ltd payable at SBI, Morwa Branch (Code 3767), Singrauli (MP) or at any Nationalised/ Scheduled Bank located at MORWA, Singrauli (MP), or in the form of Bank Guarantee of any Scheduled Bank / Nationalised Bank in the prescribed format of Bank Guarantee for Security Deposit enclosed with NIT within 15 days of this Order. 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.

**Note:**

- i. The Bank Guarantees should be issued through Structured Financial Messaging System (SFMS)
- 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

**4. DELIVERY PERIOD** Within 6 months from the date of placement 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.

**5. CONSIGNEE:** Depot Officer, Central Stores, Jayant, Northern Coalfields Limited, P.O. Jayant Project - 486890, Dist. Singrauli (M.P.), GSTIN - 23AABCN4884HIZE

**6. PAYMENT TERMS** 100% within 21 days from the date of receipt and acceptance of materials at Consignee's end or submission bills complete in all respect, whichever is later through e-payment. You are requested to indicate EFT No. and other relevant details in your bill(s).

**7. BANKER'S NAME & ACCOUNT NO.:** State Bank of India, SME N.S. Road Branch, Kolkata - 700001, CC A/C No. 10687248243, IFSC Code SBIN0015197

**8. PAYING AUTHORITY:** Area Finance Manager, NCL, HQ. Singrauli.

**9. 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) Guaranty/ Warranty Certificate
- v) Price Fall Clause certificate
- vi) Any other documents specified in the Order

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

- i) 100% bill in triplicate duly pre-receipted and stamped
- ii) Certificate for Price Fall Clause
- iii) Copy of the Consignment Note/Warranty /Guarantee Certificate
- iv) Any other documents/certificates specified in the Order

**10. PACKING** The 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 Carriers

**11. MODE OF DESPATCH:** By road transport only on Door Delivery basis at your risk. Safe arrival of material at Consignee's end will be the responsibility of the supplier

**12. 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 lowest and are same as applicable to other Government Departments/Undertakings/ Other Organisations and are not higher than rates quoted / prices charged by us for the same / similar items to other Customers "

**13. INSPECTION:**

(i) Material under supply shall be of best quality and workmanship and shall be in accordance with the specification laid down in the Supply Order

(ii) Final Inspection will be carried out by the authorized representative of GM(Excv), NCL after receipt of materials at Consignee's end 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 days from the date of intimation.

**14. 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.

**15. LIQUIDATED DAMAGE CLAUSE**

In the event of failure to deliver or dispatch 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 should 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 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) 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 you on the account and at the risk of the defaulting supplier the stores not supplied or others of a 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 you in this or any

other 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.

**16. PRICE FALL CLAUSE** You shall undertake that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that ordered Price in the present contract 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 the 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 the NCL.

**17 Warranty/Guaranty:-**

The Warranty / Guarantee of each Adopter & Tooth Point as well as 1 (One) Set of Tooth Point & Adopter will be as per details stipulated in the following table -

Sl. No.	Description (set)	Item Description	Part No.	Qty. of Each Item in One Set	Minimum Guaranteed Life of One Set of Tooth Point & Adopter (in Working Hours)
i	ESCO Type Tooth Point & Adopter Set (Super V model) of P&H 1900 AL, RB/BE-195 & Marion 182 M 10 CuM Shovel	ADOPTER	468V71	1	1 X 2800 = 2800
ii		'C' CLAMP	H468CL	1	1 X 2800 = 2800
iii		WEDGE	H468W12	1	1 X 2800 = 2800
iv		Tooth Point	V71RXL	4	4 X 700 = 2800
v		PIN	V71PN	4	4 X 700 = 2800

You will be responsible for any defect that may, under the condition provided for, by the contract and proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at your own cost, if it becomes necessary for you to replace or renew any defective part(s), such replacement or renewal shall be made by the you 100% free of cost without any extra cost to Northern Coal Fields Limited. The new goods should be supplied on FOR destination basis.

If it becomes so necessary for you to replace or to renew any defective part, warranty replacement should be complete within reasonable period, maximum within one month from the date of claim based on joint inspection free of cost up to consignee's end. All the cases of warranty replacements to be decided on basis of joint inspection of the failed items held between the user's representative and your representative.

**18. IDENTIFICATION MARK:**

The word "NCL" along with Manufacturer's distinctive identification mark / symbol as also the part no. 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 in each part / item giving identification mark, part no. description. However, for high precision items where embossing / engraving / punching is not possible shall be packed separately & packing cover / box / case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.

**19. PERFORMANCE BANK GUARANTEE:**

You shall submit Performance Bank Guarantee for Rs. 60,48,915.00 (Rupees Sixty Lakhs Forty Eight Thousand Nine Hundred Fifteen only) in the form of Bank Guarantee of any Scheduled Bank / Nationalised Bank in our standard format of Bank Guarantee for Performance Guarantee enclosed with NIT within one month from the date of issue of this supply Order to cover both satisfactory performance and guarantee/warranty of the products as per guarantee/warranty Clause of this supply Order. Bank Guarantee should be valid for a period of 24 months from the date of receipt and acceptance of materials at consignee's end.

Bank Guarantee shall be either released, if no claim is pending or extended/enchased for breach of contract thereafter, as deemed fit

In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided its validity conforms to the above provisions of Performance Bank Guarantee

*Wherever Security Money shall be treated as performance coverage of the contract, the operation of Security Money BG / PBG shall be guided by the stipulated Performance Bank Guarantee Clause*

**Note:**

- v. The Bank Guarantees should be issued through Structured Financial Messaging System (SFMS).
- vi. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- vii. 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
- viii. 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"

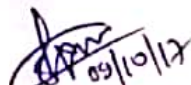
**20. Technical Support & Service** - You will render prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares. You will arrange quarterly visit of their service personnel for smooth functioning of the supplied items

**21. Fitment Guarantee** You shall certify that supplied products are exact replacement /fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for one-to-one basis against replacement of the respective items without any modification and conform to performance guarantee as per OEM standards

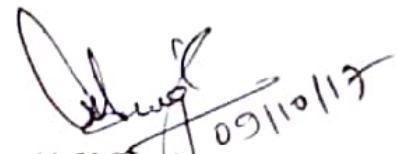
**22. Jurisdiction of Court:** All disputes are subject to jurisdiction of "Singrauli Court" only

This order will also be governed by the "General Terms & Conditions of Supply of Stores" enclosed with our NIT and all the terms & conditions of NIT as well as provisions of CIL Purchase Manual will be applicable unless otherwise specified in this order. You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) 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 without any precondition.

Yours faithfully,  
For & On Behalf of Northern Coalfields Limited

  
(R. K. Raja)

Dy. Manager (MM)

  
(A.K. Singh)

General Manager (MM)

**Encl:-Annexure-I - Integrity Pact.**

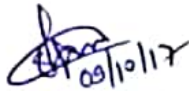
**Copy to :-**

- The Chief Vigilance Officer, NCL, Singrauli
- Dir(T)/OP, NCL
- The General Manager(Execv), NCL, Singrauli
- The GM(F)/ AFM(HQ ), NCL , Singrauli
- The Depot Officer, Central Store , Jayant

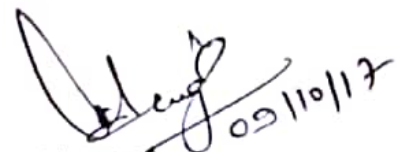
- The Co Secy, NCL with reference to early communication of Board decision vide noted dtd 03 10 2017 , DMS No 1709650029
- The General Manager(MM), CCL/BCCL/ ECL/SECL/ WCL/ MCL/CIL
- Shri Sewa Ram, IAS (Rtd), 660, Sector -26, Panchkula-134116 (Haryana)
- Shri J K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP)

**Indent detail:** Consolidated Annual Material Budget for the year 2016-17, Sanction conveyed by Manger (Execv) SPCM/NCL HQ vide letter No EX/SGR/353/2016/1469 dated 19 11.2016 & Indent Registration No 316A115 dtd 22 03 2017.

This issues with the approval of Board of Directors, NCL in its 217<sup>th</sup> meeting held on 21 09 2017 & decision communicated by AM Board Sectt vide note dtd 03 10 2017 , DMS No 1709650029 Budget is certified vide ref No NCL/HQ/BC/2017-18/HEMM Spares/Centralised/28 dt 07 10 2017 for Rs 6,04,89,148 20 and FC No NCL/HQ/FC/2017-18/HEMM Spares/Centralised/18 dt -16 02 2016 for Rs 6,04,89,148.20 by Finance Deptt, NCL (HQ)



(R. K. Raja)  
Dy. Manager (MM)



(A.K.Singh)  
General Manager (MM)