

सामग्री प्रबंधन विभाग /Materials Management Department



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरावली कोलियरी, जिला- सिंगरावली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266388, (FAX) 266640 email: gmmm.ncl@coalindia.in website : www.nclcil.in

Ref. No: 63717042/11706020

Dated: 01/09/2017

SUPPLY ORDER

Category of Enterprise Micro/Small General

PCC: By Regd. Post

M/s Sangam Engineering	Ph No. 08959999996,09425176898
Behind NPCC Colony	Email:sangam.engg2009@gmail.com
Sector-IV Jayant	VENDOR CODE S-1611
Distt-Singrauli (MP) 486890	GSTIN: 23AZHPS4269B1ZE

Sub: Formal Order for supply of Propel Gear Case (Propel Gear Box) for Marion 182 M Shovel.

Ref 1 Our Tender No NCL/SGR/MMD/ Propel Gear Case Marion /11706020/15, dated 20 05 2017 (Tender ID 2017_NCL_70086_1), opened on 03 07 2017

- Your Offer submitted through e-procurement Portal of CIL with tender specific Authorization letter dtd 09 06 17 issued by M/s David Brown Gear Systems India Limited, Hosur enclosing letter of M/s David Brown Gear Systems UK Limited & subsequent Shortfall/confirmatory document submitted online
- Your letter No SE/PJ/2017-18/14 dtd 22 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:

S No	Item description	Part No	Qty	Unit Basic Price (Rs)	Extended Value (Rs.)
1	Propel Gear Case (Propel Gear Box) Product HSN Code 8483	82330299	01 No	1,81,62,879.51	1,81,62,879.51
Basic Order Value (Rs.)					1,81,62,879.51

Make DAVID BROWN

Basic Order Value: Rs. 1,81,62,879.51 (Rupees One Crore Eighty one Lakhs Sixty Two Thousand Eight Hundred Seventy Nine and paise Fifty One Only)

TERMS & CONDITIONS:

- 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 @ 28%, 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 Exempted being authorised distributor of OPM, M/s. David Brown Gear Systems India Limited

4. DELIVERY PERIOD: Within 9 months from the date of placement of Supply Order. However, early delivery will be preferred. 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.

5. CONSIGNEE : The Depot Officer, Regional Stores, NCL Jayant Project, Post- Jaynat Colliery, Distt- Singrauli (MP).
GSTIN - 23AABCN4884HIZE

6. TERMS OF PAYMENTS: 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. PAYING AUTHORITY Area Finance Manager, NCL Jayant Project, Post- Jayant Colliery, Distt- Singrauli (MP).

8. BANKER'S NAME & ACCOUNT No.: Union Bank of India, Dudhichua, Near Indira Bhawan Dudhichua Distt-Singrauli (MP), Current A/c No - 426101010029119, IFSC Code UBIN0542610

9. GUARANTEE/WARRANTY: You shall give a guarantee/warranty for satisfactory performance of the materials supplied by you 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. If any defect is found/occurs due to faulty materials, design or workmanship, you shall remedy such defect at your own cost. If it becomes necessary for you to replace or to renew any defective part(s), 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.

If it becomes so necessary for you to replace or to renew any defective part, warranty replacement should be completed 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 cases of warranty replacements to be decided on the basis of joint inspection of failed items held between user's representative & of supplier's representative.

10. 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.

11. 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

12. 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

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

14. 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."

15. 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

16. LIQUIDATED DAMAGE:

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) 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.

17. 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 offered 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.

18. 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.

19. FITMENT GUARANTEE:

You will certify that items supplied are Exact Replacement of / fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for on one – to –one basis against replacement of the respective items without any modifications to the existing system of equipment and conform to performance guarantee as per OEM standards.

20. TECHNICAL SUPPORT & SERVICES: In addition to normal after sales service you have to render technical support & services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares. Further you have to ensure quarterly visit of your service personnel for smooth functioning of the supplied items.

21. 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.



Ref. No: 63717 042/11706020

Dated: 01/09/2017

Two copies of this Supply Order are enclosed herewith and you are requested to submit your acceptance putting your seal & signature on one copy of Supply Order within 10 days. In case same is not received within this period, it will be presumed that you have accepted the same without any precondition.

Yours faithfully,

For & On Behalf of Northern Coalfields Limited


(R. K. Raja)

Dy. Manager (MM)

Copy to :-

- The Chief Vigilance Officer, NCL, Singrauli
- Dir(T)/OP, NCL
- The General Manager(Excv), NCL, Singrauli
- The General Manager(Finance), NCL, Singrauli
- GM/SO(Excv) Jayant Project., NCL

- AFM, Jayant Project., NCL - To avail Input Tax Credit
- The Depot Officer, Regional Stores, NCL, Jayant Project
- The General Manager(MM), CCL/BCCL/ ECL/SECL/WCL/ MCL/CIL

- M/s David Brown Gear Systems India Limited, A 15 & 16, Sidco Industrial Estate, Hosur-635126, TamilNadu-India (This refers to their authorization letter dtd 09 06 17 against subject tender.) --- BY REGD POST

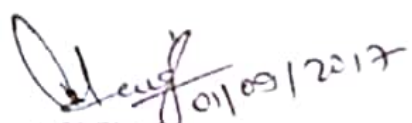
- M/s David Brown Gear Systems UK Limited, Orbital House, Redwood Crescent, East Kilbride G74 5PA, Scotland, UK. --- BY AIR MAIL

- M/s David Brown Gear Systems Limited, Park Road, Lockwood, Huddersfield, West Yorkshire, HD 4 5DD, England --- BY AIR MAIL

This is issued against Indent No JPR/001582/16-17 dtd. 23 11 2016 of Jayant Project, Sanction letter No EX/SGR/353/2016/2001 dtd 03 04 2017 conveyed by SE (Excv) SPCM/NCL HQ & Registration No 11706020 dated 17 05 2017

Purchase proposal has been concurred by AF to Dir(T)/OP and approved by Dir(T)/OP. Budget is certified vide BC No NCL/HQ/BC/2017-18/HEMM Spares/Centralised/26 dtd 01 09 2017 and FC No NCL/HQ/FC/2017-18/HEMM Spares/Centralised/17 dtd 01 09 2017 for Rs 2,32,48,485 77 by GM(Fin) NCL (HQ).


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


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