

नार्थ ईस्टर्न कोलफील्ड्स

कोल इण्डिया लिमिटेड

(महात्न कम्पनी)

महा प्रबन्धक का कार्यालय

मार्गरेटा 786181 (असम)

फोन - (03751)220283

इंफिबिएक्स -03751-220329 /220339

फैक्स - 03751 -220354

ई.मेल - gm.nec@coalindia.in

Corporate Identity No.L23109WB1973GO1028844

**NORTH EASTERN COALFIELDS**
(A Maharatna PSU under MoC)**Office of the General Manager**

Margherita-786181 (ASSAM)

Phone - 03751 -220283

EPABX - 03751 - 220329 / 220339

Fax- (03751) - 220354

E-mail : gm.nec@coalindia.in

Ref.No.NEC/316142134/124/24

Dt.19-5-17

To

FORMAL SUPPLY ORDER

M/s. Joseph Leslie Dynamiks Mfg. Pvt.Ltd.	Fax No.+92 22 24303705
Leslco House,87/C 4 th floor, Prof. V.S. Agashe Marg, Dadar West, Mumbai - 4000 28	PCC: By Regd. Post Vendor Code: N/S No.RRRT/2016/235 dt. 24-9-16 B.C.No. 167/P-14/Budget/2016-17 dt. 19-10-16 of 2017-18 Of Rs.202,257/-
e-mail: Mumbai@jldmail.com	FC No. 45/P.08/Budget for Rs.181,240/- dt.18-5-17 of 2017-18

Sub: This office tender no.NEC/316142134/124/MRG dt. 14-3-17

Ref: Your offer No.JLD/NEC/TA/2004/17-18/PN/TC dt. 20-4-17 and subsequent correspondences.

Dear Sirs

With reference to the above, please be informed that your above offer for repairing /overhauling of Pressure Reduces is accepted and we hereby place formal supply order on you for supply of the materials. The supply shall be governed by the specification, prices, terms & conditions mentioned hereunder and also unless otherwise specified as per General Terms & Conditions enclosed with the NIT.

SCOPE OF SUPPLY:-

Sl. No.	Description of Items:	Unit	Qty.	Unit Rate (Rs.)	Extn.Amount (Rs.)
1	Spares for Drager BG-174 (SCBA) as per enclosed list. (Total Items = 19)				157,943.00

Commercial TERM & CONDITIONS:-

- PRICE BASE:** Prices are on FOR : Margherita. The prices shall remain firm till completion of supplies.
- PACKING & FORWARDING CHARGES:** Inclusive.
- FREIGHT Charges:** Inclusive. Safe arrival of materials is the responsibility of the supplier.
- Sale TAX:** CST @ 2% extra against 'C' Form.
- Excise Duty:** @ 12.5% extra as applicable.
- DELIVERY:** Within 60 days or earlier of receipt of Pressure Reducers after overhauling.
- Guarantee /Warranty:** 12 months against any manufacturing defects from the date of commission.
- Consignee:** Depot Officer, Central Stores, NEC, Margherita.
- Security Deposit :** 10% value of order i.e. Rs.1,81,240.00 - (Minus) EMD Rs.3,332.00 (EMD deposited vide D.D .No. 600837 dt. 18-4-17) = **Rs. 14,792.00** only should be deposited by way of D/D in favour of Coal India Ltd., Margherita within 15 day of receipt of order failing which GRN will not be prepared.
- CENVAT CREDIT :** NEC, CIL is entitled to avail CENVAT CREDIT on account of Exeise Duty . Hence you should agree to furnish relevant documents as required under CENVAT Rule along with their Bill for enabling NEC to claim CENVAT CREDIT. In the event of the Bidder agreeing to submit CENVAT invoice, CENVAT Credit to be claimed by NEC, CIL will be considered for evaluation of price.
- Bank Details of the Vendor:** Name of the Bank- Vijaya Bank, Name of the Branch: Mahim, Mumbai, Address: L.J. Road, Mahim, Mumbai - 4000 16, Branch IFSC Code No.VIJB0005011, A/c No.501106210250002.
- Bills should be submitted along with supplies to Sr.Manager (MM),NEC, Margherita failing which Goods Receipt Note will not be prepared.
All other terms & condition will be as Per NIT.

PTO.

8. Consignee/Paying Authority:

Consignee Address	Paying Authority Address
Depot Officer, Central Stores, NEC, Coal India Ltd., Margherita P.O, Dist.Tinsukia, Assam, PIN-786 181	Area Manager(F), NEC, Coal India Ltd., P.O. Margherita – 786 181, Dist.Tinsukia , Assam.

9. Our Sales Tax Registration: CST No. DIG/CST/0033 dt. 14-7-2005 VAT-TIN GST/18140032854 dt.19-4-2005, Service Tax Registration, AABCC 3929JST2002, Excise Registration No.AABCC3929JEM001, ECC Code No. AABC 3929JEM001, Division Code : Margherita-II, AT Road, Assam – 786 181, Code- 740206, Division/ Code : Digboi, IOC New Market Road, Assam – 786 171, Code – 7401, Commissionerate/Code: Milan Nagar, Dibrugarh, Assam – 786 003

10. **Payment terms:** 100% payment shall be made by A/c payee Cheque within 30 days after receipt and acceptance of stores 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 offer/bills(s).

11. Submission of bills: 100% bill with taxes & duties stamped and pre-receipted addressed to the Paying Authority in triplicate shall be submitted to Paying Authority. A copy of same may be submitted to the consignee also.

(i) Receipted Challan

(ii) Any other documents required as per order duly authenticated.

12. Mode of dispatch & Road Permit: The materials are to be transported by road up to the destination by Road transportation on Door Delivery basis at your risk. If not specified otherwise. As per present rules of Assam State Govt. Road Permit is required to be accompanied with each supply in case of Road Transportation. You are advised to write to the consignee for issue of necessary Road Permit before arranging dispatch.

13. **Inspection Clause.** No pre despatch inspection shall be done. The final inspection shall be carried out at consignees premises by the authorized authority of the consignee after receipt of material.

However, NEC Coal India Ltd., reserve the right to get the material inspected by deputing authorized Personnel or through a third Party. The cost of third party inspection, if carried out, shall be borne by NEC unless specified.

14. **LIQUIDATED DAMAGES:** In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NEC, CIL should have the right:-

a) To recover from the successful tenderer, 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)

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 cancelling 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 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, NEC, CIL 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 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 NEC, CIL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

15. **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 purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his 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.

16. **PRICE FALL CLAUSE:** The price charged for the stores supplied against this tender 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 party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the 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. The above stipulation will not however apply to exports by the contract holder.

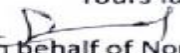
17. **WARRANTY/GUARANTEE:** Unless otherwise specified in the Technical Specification – Annexure "A", the Warranty/Guarantee clause will be as follows:-

The tenderers shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the materials for a period of 12 months on the date of receipt and acceptance of materials at ultimate destinations.. The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier without any extra cost to Northern Coalfields Limited. and within 30 days of issue of letter for replacement.

18. **PERFORMANCE BANK GUARANTEE:** Applicable/Not applicable. If applicable the provisions shall be as under:- The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order/contract, (by adding Excise Duty and Sales Tax etc. to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine freight and insurance, port charges and customs duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as Annexure-C (on a non judicial stamp paper of value Rs.250.00 only). This Bank Guarantee shall be initially valid for a period of 18 months from the date of dispatch of the equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the contract/supply order.

The contract is concluded with this acceptance. You are requested to kindly acknowledge receipt of the supply order.

Yours faithfully,


For and on behalf of North Eastern Coalfields
Margherita

Encl: As above.

Copy forwarded to:-

Consignee : Depot Officer, Central Stores, NEC, Margherita

Paying Authority : Dy.GM(F), NEC, Margherita

Indentor : Agent _____

Copy to: SO(E&M), NEC, 5) Bill Section, 6) Indent File.

नाथ इस्टन कालफिल्ड्स

कोल इण्डिया लिमिटेड
(महाराष्ट्र कम्पनी)
मार्घेरिता - 786181 (असम)
फोन - (03751) 213555...
ईपिबिपेक्स 03751-220329 /220339
फैक्स - 03751 - 220354
ई.मेल - sksundaram64@rediffmail.com

**NORTH EASTERN COALFIELDS**

(A Maharatna PSU under MoC)
Margherita-786181 (ASSAM)
Phone - 03751 -213555
EPABX - 03751 - 220329 / 220339
Fax- (03751) - 22035
E-mail : sksundaram64@rediffmail.com

Corporate Identity No.L23109WB1973GO1028844

Our Supply Order No. NEC/316142134/124/24**dtd. 19.05.2017****Order to be placed on:-**

**M/s. Joseph Leslie Dynamiks Mfg. Pvt. Ltd., Leslico House,
Prof.B.S.Agashe Road, Dadar West, Mumbai-400028.**

Our LTE.No.NEC/316142134/124/MRG, dtd. 14.03.17, D/on 26.04.17.

Your Quotation No.JLD/NEC/TA/2004/17-18/PN/TC, dtd. 20.04.2017

Scope of supply:-

Sl	Spares for Drager BG-174 (SCBA):	Unit	Qty	Rate(Rs.)	Amount(Rs.)
1	Carrying Strap Left, Part No.D55R0233	No.	4	7854.00	31416.00
2	Carrying Strap Right, Part No. D55R0234	No.	4	8239.00	32956.00
3	Body Belt Part No.D55R0235	No.	2	1502.00	3004.00
4	Packing Ring G3/4, P/No.D55R21399	No.	10	171.00	1710.00
5	Inhalation Valve Disc, part No. D55RM05064	No.	30	58.00	1740.00
6	Diaphragm complete, P/No.D55R20273	No.	5	2087.00	10435.00
7	Protective Ring, P/No.D55R27023	No.	10	131.00	1310.00
8	Washer , P/No.D55R28209	No.	30	101.00	3030.00
9	Corrugated Hose (19 corr.) P/No. D55R31274	No.	7	863.00	6041.00
10	Corrugated Hose (35 corr) P/No.D55R31275	No.	6	1656.00	9936.00
11	Clutch Screw P/No.D55R31180	No.	2	1566.00	3132.00
12	Mouth Piece P/No. D55R20000	No.	6	837.00	5022.00
13	Head Strap, P/No.D55R9002	No.	12	109.00	1308.00
14	Neck Strap, P/No.D55R26047	No.	10	101.00	1010.00
15	Nose Clip (Complete) P/No.D55R20281	No.	31	51.00	1581.00
16	Breathing Bag, P/No.D55R31806	No.	1	15306.00	15306.00
17	High Pressure Line. P/No.D55R26896	No.	1	24200.00	24200.00
18	Saliva Trap Nut , P/No.D55R18305	No.	6	801.00	4806.00
Total value of above spares excluding item Sl.No.19:-					157943.00
ADD: Excise Duty @ 12.5% extra:-					19742.87
Sub-Total:-					177685.87
ADD.CST @2% extra against 'C' Form:-					3553.72
Grand Total:-					181239.5

सी.कि.सुन्दरम
वरि. प्रबन्धक (सामग्री)
Sr. Manager (MM)

Encl: Annexure-"A"

Cc: Area Safety Officer,NEC:- This ref. to Rescue Incharge, RRRT's Indent No. RRRT(T)/2016/235, dtd. 24.09.16.

Cc: Area Manager (Finance),NEC,

Cc: Depot Officer,NEC,

Cc: Bill Section,

Cc: Tender File,