

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरातना कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

समग्री प्रबन्धक विभाग / Materials Management Department



CIN- U10102MP1985G01003160

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

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889 / Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889
Phone: 07805- 266388, (FAX) 266640 email: gmmm@ncl.gov.in website : www.nclcil.in

FORMAL ORDER

Ref. No. 63717061 / 11703029

Dated: 05.12.2017

M/s BEML Limited	Fax No: 07805-267282 Phone No.07805-268260/266668/267114
Regional Office, Singrauli, PB No.- 5, Singrauli Colliery	PCC: By Regd. Post
Dist - Singrauli (MP) - 486889	VENDOR CODE: B0124 Type of Vendor: PSU

Sub: Supply of Bucket Assly. with all accessories (along with wearable for 10000 working hours) of 33/72 Dragline

- Ref: 1. Our Global Tender Enquiry No. NCL / SGR / MMD / Sec. I / 11703029 / 22, Dated: 31.05.2017, online bids were opened on 19.07.2017 (Tender ID: 2017_NCL_71041_1)
2. Your Bid ID: 211676 submitted on 07.07.2017
3. Your Letter No. BEML / MSP / TENDERS / 17-18 / 1843 (A) dated 13.10.2017
4. Your Letter No. BEML / MS / 33-72 Bucket / 17-18 / 1863 dated 16.10.2017
5. Your Letter No. BEML / MS / 33-72 Bucket / 17-18 / 1874 dated 17.10.2017

Dear Sirs,

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

Sl. No.	Description	Part No.	Mat. Code	Qty. (Nos.)	Ex-Works Price (INR)	Extension Price (INR)
1.	Bucket Assembly with all accessories	201ZZB0943	113239 80286	02	4,00,00,000/-	8,00,00,000/-
2.	Bucket Components Kit	201ZZB0968	113239 80788	02	5,70,00,000/-	11,40,00,000/-
	Make: BEML					

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Detailed Technical Specification at Annexure - A					
Basic Supply Order Value (INR)					19,40,00,000.00
(Rupees Nineteen Crore Forty Lakhs Only)					

Note: HSN Code is 84314200 and GST Regn. No. of M/s BEML Limited is 23AAACB8433D1Z6

TOTAL BASIC ORDER VALUE: ₹ 19,40,00,000.00 (Rupees Nineteen Crore Forty Lakhs Only)

GST, Packing & Forwarding Charges, Freight & Insurance Charges, would be applicable as per the relevant clauses mentioned in this Supply Order.

BASIS OF PRICE: Prices mentioned are on FOR Destination basis. Packing & Forwarding and Freight & Insurance charges up to destination, if any, shall be borne by you. The prices shall remain firm till completion of supplies.

PACKING, FORWARDING CHARGES: Nil.

FREIGHT & INSURANCE CHARGES: Nil. Safe arrival of materials up to destination will be your responsibility

GOODS & SERVICES TAX:

Payable extra at legally applicable rate at the time of supply within the scheduled delivery period against documentary evidence. Present rate of IGST @ 18%. The firm will provide Tax Invoice (as per GST Act & Rules) at the time of supply to avail Input Tax Credit.

Refund / Credit, if any obtained on account of GST thereon shall be passed on to NCL which shall be certified by the Auditor of the firm (at the time of billing) that the firm has passed the benefit, if any, arising in input tax credit due to implementation of GST in line with Sec. 171 of GST Act.

The details of GST Registration Numbers of NCL are indicated below:

For Consignee located in	GST Registration Number
Uttar Pradesh	09AABCN4884H1Z4
Madhya Pradesh	23AABCN4884H1ZE

In case of any increase in taxes and duties after expiry of the scheduled delivery period, the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.

DELIVERY PERIOD: Within 12 (Twelve) months from the date of receipt of Supply Order. Each "Bucket assembly with all accessories" and its "bucket component kit" to be supplied in ONE LOT.

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No material shall be supplied beyond the specific delivery period unless amendment for the extension for delivery period is obtained from the purchaser i.e. NCL.

However, early delivery will be preferred.

The delivery period will be counted from the date of issue of order.

CONSIGNEE: The Depot Officer, Regional Stores, Bina Project, Northern Coalfields Limited, PO: Bina Colliery, Dist.- Sonebhadra (UP)
(On account of Krishnashila Project)

SECURITY DEPOSIT: Exempted, being PSU.

PERFORMANCE BANK GUARANTEE: The performance guarantee shall be submitted by you for 10% (ten percent) of total order value (Landed on FOR Destination Basis) i.e. **Rs. 2,28,92,000.00** i.e. **Rs. 1,14,46,000.00 per Bucket**, to cover both satisfactory performance and warranty. The performance guarantee for 10% (ten percent) of order value is to be submitted in the form of a Bank Guarantee in prescribed format valid for 39 months from the date of installation & commissioning of the materials for each supply at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit.

The Performance Bank Guarantee shall be issued by a scheduled bank in the specified format and shall be irrevocable and unconditional and NCL shall have the powers to invoke / encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

In case of Performance Bank Guarantee, you may please note the following:

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Details for Beneficiary Bank under fields of SFMS –

SFMS Field No.	Details
7035	IFSC Code: ICICI0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

- 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. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“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.”

TERMS OF PAYMENTS: 100% payment including all taxes and duties shall be made by Paying Authority within 21 days from the date of receipt and acceptance of materials at site or submission of Bills complete in all respects, whichever is later.

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The payment will be made by "Electronic Fund Transfer" (EFT) or e-payment through RTGS for which you are requested to indicate your EFT A/C no., Name of Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

The payment for each supply shall be released after receipt of the corresponding Performance Bank Guarantee.

PAYING AUTHORITY: The Area Finance Manager, Northern Coalfields Limited HQ, PO: Singrauli Colliery, Dist.- Singrauli (MP).

BANK A/C No. of FIRM: State Bank of India, Morwa (Singrauli, MP),
Cash Credit A/C No. 10773219064
IFSC Code - SBIN0003767

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

- i) Received Challan/ Consignment Note
- ii) Warranty/Guarantee Certificate.
- iii) Lowest Price Certificate.
- iv) Any other documents specified in the order.

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

PACKING: Packing of all the materials should conform to the requirements of the carriers. The consignment should be securely packed & marked as per standard Trade Practices/BIS norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

MODE OF DESPATCH: By Road. Safe arrival of the materials at the Consignee's end will be the responsibility of the Supplier. All consignments should be booked to Consignee & not to Selves.

WARRANTY/GUARANTEE: You shall give a guarantee / warranty for satisfactory performance of the supplied Bucket Assembly for a period of 10000 Working Hours from the date of installation & commissioning i.e. composite package of "Bucket Assembly with its accessories" and "Bucket components kit" should be sufficient to run each of the supplied Bucket Assembly for 10000 Working Hours. Any item if required, over and above of the composite package for satisfactory operation of the bucket assembly within 10000 Working Hours shall be supplied by you free of cost without any extra cost to Northern Coalfields Limited.

The periodical maintenance by way of re-building etc. of Bucket body, Drag Chain, Upper Hoist Chain, Dump Block, Lip Castings etc. to be done by you free of cost within a reasonable time period by using the spares covered under "Bucket Components Kit" supplied along with the Bucket Assembly, if any item required over and above of the "Bucket Components Kit" shall be supplied by you free of cost

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without any extra cost to Northern Coalfields Limited. Removal of Bucket for rebuilding within first 500 to 1000 Hours after stress relieving, if required, will also be done by you. You must ensure that due to their rebuilding / reclamation of bucket and its accessories, the availability & operation of dragline for the extraction of O.B. is not affected for longer period.

You 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 (excluding normal wear & tear) and shall remedy such defect at your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost within a reasonable period maximum within one month from the date of claim for Indigenous goods and within three months from the date of claim for imported goods free of cost up to ultimate Consignee's end.

All cases of dispute arising due to pre-mature failure shall be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

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

INSPECTION:

Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order. Final inspection will be carried out at the consignee's end.

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

LIQUIDATED DAMAGES: In the event of failure to deliver the stores in case of FOR Destination contract within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of the terms and conditions mentioned in the supply order, NCL reserve its right:-

a) To recover from the successful tenderer as agreed liquidated damages a sum not less than 1/2% of the price of any store which the successful tenderer has not been able to supply the aforesaid for each week or part of a week during which the delivery of such stores may be in arrears subject to a ceiling of 10%. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

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- b) To purchase from elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or other of a similar description without cancelling the supply order in respect of consignment not yet due for supply.
- 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 in full or in part.
- 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 for deducting any sum or at any time thereafter may become due to the supplier in this or any contract. Should this sum be not sufficient to cover the full amount recoverable, the supplier shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

FORCE MAJEURE CONDITIONS: If the execution of the Contract/supply order is delayed beyond the period stipulated in the supply order, as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power Failure / Cuts can not be taken as Force Majeure Conditions.

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.

For delay arising out of Force majeure, the supplier will not claim the 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.

PRICE FALL CLAUSE:

You shall confirm that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that 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 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 NCL, if the contract has already been concluded.

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LOWEST PRICE CERTIFICATE:

You will certify on the body of the bill that the price (s) charged by you for the items covered in the bill is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organisations.

AUDITOR'S CERTIFICATE:

You will furnish a certificate from your Auditor that GST has been paid as per prevailing GST Rules. Refund /credit, if any, obtained on account of GST shall be passed on to NCL. The certificate shall be submitted by you along with your bill.

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.

TEST-CUM-INSPECTION CERTIFICATE:

Each supply should accompany the Test-Cum-Inspection Certificate duly signed by the authorised signatory of the manufacturer of items. The certificate should not be before the date of the Purchase order. The certificate shall be submitted by you alongwith your bill.

FITMENT GUARANTEE CERTIFICATE:

You will furnish a Fitment Guarantee Certificate along with supply that Bucket Assembly complete with jewellery supplied by you against the subject Supply Order are exact replacement of / fully interchangeable to the original parts and will fit individually and collectively in assembly also and function on the equipment for which these are intended for without any modification and conform to the performance guarantee as per OEM standards.

ARBITRATION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Deptt. of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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JURISDICTION OF COURT:

Any dispute arising out of or in respect of the contract will be subject to the Jurisdiction of Singrauli Court Only.

Apart from the above terms and conditions the supplies will also be governed by the other conditions of NIT and also "General Terms & Conditions of Supply of Stores" issued along with our NIT.

You are requested to kindly acknowledge receipt and acceptance of order within 15 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.

Yours faithfully,

(S. Waris)
Dy. Manager (MM)

(A.K. Singh)
GM (MM) / HOD (Pur)

Enclosure: Annexure A – Detailed Technical Specification
Annexure B – Integrity Pact signed by You

Copy to:-

DT (Op), NCL, Singrauli
The Chief Vigilance Officer, NCL, Singrauli
The General Manager (Excv.), NCL, Singrauli.
The General Manager (Fin), NCL, Singrauli
The GM/SO(Excv.)/AFM/Depot Officer, Krishnashila
The Depot Officer, Bina
The AFM, NCL HQ, Singrauli

The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

M/s BEML Limited
III/V Floor, Unity Building;
J.C. Road, Bangalore – 560 002

This issues against Indent Reference No. BPR / 001689 / 16-17 dated 07.01.2017 and sanction communicated by Excv. Dept., HQ vide ref.no. EX / SGR / 353 / 2017 / 2008 dated 05.04.2017 & Indent Registration No. 11703029.

B.C. No.

Project	BC Details	Date	Total Budget
NCL HQ	NCL/HQ/BC/2017-18/HEMM Spares /Centralized/33	25.11.2017	22,89,20,000.00

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F.C. No.

Project	FC Details	Date	Total Budget
NCL HQ	NCL/HQ/FC/2017-18/HEMM Spares /Centralized/21	25.11.2017	22,89,20,000.00

This issues with the approval of NCL Board of Directors in their 218th Meeting held on 04.11.2017 and communicated by Company Secretary.

Dy. Manager (MM)

GM (MM) / HOD (Pur)

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ANNEXURE – A (Detailed Technical Specification)

In the present case, each “Bucket Assy. with all accessories” and “Bucket Components Kit” consists of the following items -

01 No. “Bucket Assembly with all accessories” consists of			
Sl. No.	Description of Item	Part Number	Quantity (in Nos.)
(a)	Bucket Assembly	201ZZ14893	01
(b)	Bucket Rigging Assembly	201ZZ14917	01
(c)	Bucket Adaptor & Accessories	201ZZ01016	06
(d)	Bucket Wear Package	200ZZ13436	01

01 No. “Bucket Components Kit” consists of			
Sl. No.	Description of Item	Part Number	Quantity (in Nos.)
(a)	Tooth Point	201ZZ13589 / 82002184	400
(b)	Adaptor	201ZZ13597 / 82002185	150
(c)	Pin	201ZZ013604 / 82002188	400
(d)	Wedge	201ZZ13612 / 82002187	150
(e)	C – Clamp	201ZZ13629 / 82002186	150
(f)	Shoe Heel LH Cast	200ZZ14668 / MP291479	02
(g)	Shoe Heel RH Cast	200ZZ14676 / MP291480	02
(h)	Lip Shroud Cast	200ZZ14684 / MP434665	10
(i)	Lip Shroud Cast	200ZZ14692 / MP434666	08
(j)	Cheek Shroud	200ZZ14708 / MP137341	08
(k)	Drag Chain	201ZZ14277 / D020564-25	04
(l)	Dump Block	201ZZ15062 / D031407-01	04
(m)	Spreader Lower	200ZZ13882 / MP204488	03
(n)	Clevis Drag Hitch Welded	200ZZ13769 / MP215714	06
(o)	Hoist Chain	200ZZ13899 / MP290163	08

Note: If any bucket accessories / spares falls short of the actual requirement during the minimum guaranteed period of 10000 Working Hours of Operation for which these are said to be adequate, then you shall provide such additional bucket accessories / spares 100% free of cost without any extra cost to Northern Coalfields Limited within a reasonable period maximum within one month, up to ultimate consignee’s end.

(S. Waris)
Dy. Manager (MM)

(A.K. Singh)
GM (MM) / HOD (Pur)