

नॉर्डन कोलफील्ड्स लिमिटेड
(मिनिरातन 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

Ref. No. 63727023 / 117A1101

Dated: 16.05.2018

Type of Tender	Category of firm	Status of firm	Item
Global	Non MSE	Authorized distributor of OPM	Spares for HEMM

FORMAL ORDER

M/s Parts Corporation of India	Fax No: 033 – 2231 4786 Phone No. 033 – 2231 4787 / 3002 1122
P-25, Princep Street, 1st Floor,	PCC: By Regd. Post
Kolkata – 700 072	VENDOR CODE: 102631

Sub: Supply of Bucket Assy. with complete jewellery / accessories for 24/96 Dragline with adequate number of tooth points & adopters required for minimum 10000 working hours.

- Ref: 1. Our Global Tender Enquiry No. NCL / SGR / MMD / Sec I / 117A1101 / 90 dated 28.11.2017, opened on 31.01.2018 (Tender ID: 2017_NCL_86224_1)
2. Your Bid ID: 268927 submitted on 27.01.2018 and subsequent shortfall documents submitted against your offer.
3. Your Letter No. PCI / 2018-19 / NCL / HQ / 0120 dated 12.04.2018

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. / Alt. Part No.	Mat. Code	Qty. (Nos.)	Ex-Works Price (INR)	Extension Price (INR)
1.	Bucket Assy. with complete jewellery / accessories for 24/96 Dragline with adequate number of tooth points & adopters required for minimum 10000 working hours	91101061 / 200ZZ01001 & 201ZZ01008 / 4804448 / 4107013700 / 13.70.000 / 4281549	113010 40013	16	5,24,00,000.00	83,84,00,000.00

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

Make: ESCO					
Detailed Technical Specification at Annexure - A					
Basic Supply Order Value (INR)					83,84,00,000.00
(Rupees Eighty Three Crore and Eighty Four Lakhs Only)					

Note: (A) The above price includes **120 nos. Tooth Points** and **40 nos. Adopters** to be supplied with each Bucket Assembly. If the tooth points and adopters fall short of the actual requirement during the minimum guaranteed 10000 Working Hrs of Operation, then you shall provide such additional tooth points and adopters free of cost within a reasonable period maximum within three month up to ultimate consignee's end.

(B) No additional spares are required for proper fitment of the tooth point and adopters supplied with the bucket for minimum 10000 working Hours. If any additional item/spares is/are required, then same is/ are to be supplied free cost within a reasonable period maximum within three months up to ultimate consignee's end.

(C) HSN Code is 8431 and GST Regn. No. of M/s Parts Corporation of India is 19AEUPM8716R1Z6

TOTAL BASIC ORDER VALUE: ₹ 83,84,00,000.00 (Rupees Eighty Three Crore and Eighty Four 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%. You 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).

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

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: First five numbers Bucket assemblies within 16 ½ months from the placement of purchase order; thereafter minimum five numbers bucket assemblies at every 16 ½ Months i.e. the delivery of all the sixteen (16) bucket assemblies should be completed within 49 ½ months with the above schedule.

Note: The quantity and respective sequence of periodic delivery is to be followed by the bidder, otherwise LD will be applicable for the quantity supplied beyond delivery schedule, even if the total supplies have been completed as per the above stipulated delivery period i.e. 49 ½ months.

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.

The delivery period will be counted from the date of issue of order. Failure to supply the ordered items within the delivery period will attract Liquidated Damages as per the relevant clause of the supply order.

CONSIGNEE:

Sl. No.	Name of the Project	Qty. (in Nos.)	CONSIGNEE
1.	JAYANT (MP)	06	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)
2	DUDHICHUA (UP)	03	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
3	BINA (UP)	02	The Depot Officer, Northern Coalfields Limited, Regional Stores, Bina Project, P.O. Bina Colliery, Distt. Sonebhadra (UP)
4	AMLOHRI (MP)	02	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)
5	NIGAH I (MP)	03	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project, P.O. Nigahi Colliery, Distt. Singrauli (MP)
	Total	16	

SECURITY DEPOSIT: Exempted, being authorized distributor of OPM.

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

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. 9,89,31,200.00** i.e. **Rs. 61,83,200.00 per Bucket**, to cover both satisfactory performance and warranty. The performance guarantee will be taken in the form of a Bank Guarantee in prescribed format valid for 39 months from the date of installation & commissioning of the materials 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 Guarantee should be issued through Structured Financial Messaging System.
- ii. Details for Beneficiary Bank under fields of SFMS –

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
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.

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).

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

BANK A/C No. of FIRM:

Current A/C No. 03822320000819.

HDFC Bank, 31 Ganesh Chandra Avenue, Kolkata-700013, West Bengal

IFSC Code: HDFC0000382

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. Import Documents as specified in the relevant clause of this order
- v. Any other documents specified in the order.

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

IMPORT DOCUMENTS: The following import documents (two sets) are required to be submitted with each supply for acceptance of supplies to NCL:

- (i) Self attested copy with original Principal's Invoice / packing list.
- (ii) Self attested copy of Bill of Lading / Airway Bill.
- (iii) Self attested copy with original Bill of Entry.
- (iv) As per contractual requirement (if any) warranty / guarantee certificate.
- (v) Certificate of Origin / Country of Origin (USA & China)

You will provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) for acceptance by NCL.

The original documents under (i) and (iii) shall be returned after verification with attested photocopy and making suitable endorsements on original relating to transaction made.

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 rigors 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 materials as mentioned below:-

(a) You shall give a guarantee / warranty for satisfactory performance of the bucket body for a period of 10000 hours from the date of installation & commissioning, inclusive of periodical normal maintenance by way of rebuilding etc, by the supplier free of cost within a reasonable time period.

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M/s. Parts Corporation of India, Kolkata

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(b) You shall give a minimum guarantee / warranty for satisfactory performance for Tooth Point for 200 working hours and Adopter for 400 working hours.

(c) You shall give a guarantee / warranty for satisfactory performance for Drag Chain, Upper Hoist Chain, Lower hoist chain, Dump Block Assy. for 4000 working hours, including periodical rebuilding (if required). However, periodical rebuilding as may be required time to time shall be done by the supplier free of cost within a reasonable time period.

(d) You shall give a guarantee / warranty for satisfactory performance for rest of the bucket accessories for a period of 12 months from the date of installation & commissioning or 18 months from date of receipt & acceptance, whichever occur earlier.

(e) Removal of Bucket for re-building within first 500 to 1000 hrs after stress relieving, if required, will be done by the supplier free of cost within a reasonable time 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 without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within three months from the date of claim free of cost up to ultimate consignee's end.

All cases of warranty replacements to 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 by authorized representative of GM (Excv), NCL.

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

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M/s. Parts Corporation of India, Kolkata

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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.

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) 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.

f) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.

g) Supplier will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises

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

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

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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.

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 Act & Rules. Refund /credit, if any, obtained 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.

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

FITMENT GUARANTEE CERTIFICATE:

You will furnish a Fitment Guarantee Certificate along with supply that the Bucket Assembly complete with Jewellery supplied by you against the subject Supply Order is exact replacement of / fully interchangeable to the original parts and will fit & function properly on 24/96 Draglines, running in Northern Coalfields Limited, without any modification and conform to the performance guarantee as per OEM standards.

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)

(S.K. Agarwal)
Chief Manager (MM)

Enclosure: Annexure A – Detailed Technical Specification
Annexure B – ESCO Make Bucket Parts Manual
Annexure C – Integrity Pact signed by You

Copy to :-

The Chief Vigilance Officer, NCL, Singrauli
DT (Op), NCL, Singrauli
The General Manager (Excv.), NCL, Singrauli.
The General Manager (Fin), NCL, Singrauli
The General Manager (MM) / HOD (Pur), NCL, Singrauli
The GM/SO(Excv.)/AFM/Depot Officer, Jayant / Bina / Amlohri / Dudhichua / Nigahi

M/s ESCO Corporation World
Headquarters 2141 NW 25th
Avenue Portland, Oregon 97210 – 2578

This refers to your authorization dated
08.12.2017

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

This issues against Indent Reference as per following details and sanction communicated by S.E.(Excv), HQ vide ref.no. EX / SGR / 353 / 2017 / 2510 dated 11.09.2017 & Indent Registration No. 117A1101 dated 25.11.2017:

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M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

Sl.	Indent No. & Date	Project Name	Indented Qty (Nos.)
1.	APR/000119/17-18 dated 25.04.2017	Amlohri	02
2.	DPR/000182/17-18 dated 06.05.2017	Dudhichua	03
3.	NPR/000276/17-18 dated 03.05.2017	Nigahi	03
4.	BPR/000107/17-18 dated 24.04.2017	Bina	02
5.	JPR/000255/17-18 dated 05.05.2017	Jayant	06
			16

B.C. No.

Project	BC Details	Date	Total Budget
NCL HQ	NCL/HQ/BC/2018-19/HEMM Spares /Centralized/18	12.05.2018	98,93,12,000.00

F.C. No.

Project	FC Details	Date	Total Budget
NCL HQ	NCL/HQ/FC/2018-19/HEMM Spares /Centralized/06	12.05.2018	98,93,12,000.00

This issues with the approval of NCL Board of Directors in their 227th Meeting held on 20.04.2018 and communicated by Company Secretary vide Ref. No. NCL / Board / 227 (D-3) / 18 / 146 dated 07.05.2018

Dy. Manager (MM)

Chief Manager (MM)

M/s. Parts Corporation of India, Kolkata

Supply Order No. 63727023 / 117A1101

Dated: 16.05.2018

ANNEXURE – A (Detailed Technical Specification)

Make and Part Number of the Complete Bucket assembly: **ESCO Make** and Part No. **4281549**

Detailed Technical Specification:

- i. Heavy Duty fully assembled with all jewellery 24 cum bucket capacity to fit on 24/96 draglines working at NCL.
- ii. The Bucket must be so designed to negotiate a combined suspended load of 77000 Kgs including weight of highly abrasive blasted rock having density after blasting 1770kg/cum with compressive strength of about 700kg/m². The bucket travels at an average rate of 22Km/day in contact with abrasive soil. The bucket should be designed and supplied with suitable protective alloy clads to protect main structure from highly abrasive soil/overburden. The bucket should accommodate dual rope with size of hoist rope 60mm and drag rope 70mm.
- iii. The Bucket Assembly should confirm the following specification.
 - a) Capacity of Bucket: 24 CuM
 - b) Tooth points: 05 nos
 - c) Tooth adopter: 05 nos.
 - d) Bucket to suite 60mm hoist rope: 02 nos
 - e) Bucket to suite 70mm drag rope: 02 nos
 - f) Single dump block to accommodate dump rope size 60 mm x 18.3 m
 - g) Drag Chains: 02 nos
 - h) Lower Hoist Chain: 02 nos
 - i) Upper Hoist Chain: 02 nos
 - j) The weight of the bucket with all jewellery should be such that weight of bucket and filled blasted rock is not more than total suspended load capacity of 77000 Kgs
 - k) The bucket should be supplied in one piece only.
 - l) The bushing and pins in the bucket should be of self lubricating type.
 - m) The bucket supplied should be one to one replacement on 24/96 dragline working in NCL.
 - n) Each Bucket assembly to be supplied with 120 nos. Tooth Points and 40 nos. Adopters to be supplied with each Bucket Assembly. If the tooth points and adopters fall short of the actual requirement during the minimum guaranteed 10000 Working Hrs of Operation, then you shall provide such additional tooth points and adopters free of cost within a reasonable period maximum within three months up to ultimate consignee's end.
 - o) No additional spares are required for proper fitment of the tooth point and adopters supplied with the bucket for minimum 10000 working Hours. If any additional item/spares is/are required, then same is/ are to be supplied free cost within a reasonable period maximum within three months up to ultimate consignee's end.
 - p) Detailed Parts Catalogue is enclosed as Annexure – B.

Dy. Manager (MM)

Chief Manager (MM)