

नॉर्दन 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

Ref: 63711073 / 117A1083 / 60 KL Water Sprinkler

Date: 17.02.2018

SUPPLY ORDER

BY REGISTERED POST

M/s BEML Limited

Vendor Code: 515007

Regional Office, P.B.No.5;
P.O.: Singrauli Colliery
Dist. Singrauli (M.P.) PIN – 486 889

Fax No. 07805-267282

Sub: Supply Order for supply of 06 Nos. Water Sprinkler of capacity not less than 60KL along with Spare Parts and Consumables for warranty period and thereafter Back Up Spare Parts and Consumables for 03 years

Ref: (1) Tender Enquiry No. NCL / SGR / MMD / Sec. I / 117A1083 / 73 dated 20.10.2017 (Tender ID: 2017_NCL_81995_1)
(2) Your Bid ID 247265 submitted on 29.11.2017
(3) Your Letter No. BEML / MSM / BWS 70 / 2017-18 / 2543 dated 30.01.2018

Dear Sirs,

In reference to the above, we are pleased to place on you, an order for supply of 06 Nos. Water Sprinkler of capacity not less than 60KL along with Spare Parts and Consumables for warranty period and thereafter Back Up Spare Parts and Consumables for 03 years as per following details:

Sl. No.	Description	Qty Nos. / Sets / Module	Unit Rate (Rs)	Extended Value (Rs)
01	BEML Make Model BWS 70 of Capacity 70 KL powered with Cummins Make Diesel Engine Model QST 30C	06 Nos.	3,34,00,000.00	20,04,00,000.00

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	Detailed technical specification as per Annexure – A (Scope of Supply) Annexure – B (General Requirement) Annexure – C (Equipment Specification etc.)			
02	Erection & Commissioning	06 Nos.	1,00,000.00	6,00,000.00
03	Spare Parts and Consumables for warranty period of the equipment (Annexure – F)	06 sets	7,02,160.00	42,12,960.00
04	Spare Parts and Consumables for 2nd Year of Operation (Annexure – F)	06 sets	13,62,378.00	81,74,268.00
05	Spare Parts and Consumables for 3rd Year of Operation (Annexure – F)	06 sets	13,72,595.00	82,35,570.00
06	Spare Parts and Consumables for 4th Year of Operation (Annexure – F)	06 sets	7,16,999.00	43,01,994.00
	Total			22,59,24,792.00

- Note:
1. GSTIN of M/s BEML Limited, M.P. - 23AAACB8433D1Z6
 2. GSTIN of M/s BEML Limited, Karnataka - 29AAACB8433D1ZU
 3. HSN Code of Equipment - 87059000
 4. HSN Code of Spare Parts & Consumables - HSN Code of Spare Parts & Consumables are mentioned in Annexure – F along with part details

01. Supply Order value (On Ex-works, basis): Rs. 22,59,24,792.00

(Rupees Twenty Two Crore Fifty Nine Lakh Twenty Four Thousand Seven Hundred and Ninety Two Only)

GST, Freight & Insurance Charges, will be payable extra as detailed in respective clauses.

02. BASIS OF PRICE:

F.O.R. Destination. Safe arrival of materials at consignee's end will be your responsibility.

For Consumable Spares & Consumables for the warranty period and Back-up spares & consumables for 03 years beyond warranty period, Prices as mentioned in **Annexure - F** or those as per currently existing Price list, applicable to Depot Agreement, whichever is lower, shall be payable. For items not covered in currently existing pricelist you shall submit the Lowest Price Certificate in line with the NIT.

03. PACKING & FORWARDING CHARGES: Free of Cost

04. FREIGHT CHARGES UPTO DESTINATION:

Transportation of equipment & materials from your Factory/Works up to the consignee's end will be your responsibility and Freight charges will be payable extra at **actuals against documentary evidence subject to a ceiling of Rs. 9,48,519.00 for each equipment along with accessories.** GST will be payable

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extra. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

For spare parts and consumables for the warranty period and for 3 years beyond warranty period, freight charges are NIL.

05. INSURANCE CHARGES UPTO DESTINATION:

Will be payable extra at actuals against documentary evidence subject to a ceiling of **Rs. 7105.00 per equipment**. GST will be payable extra. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

Insurance charges for spare parts and consumables for the warranty period and for 3 years beyond warranty period are NIL.

06. GOODS & SERVICES TAX:

For Equipment

Payable extra as applicable at the time of supply against documentary evidence. The present rate of IGST is @ 28%. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

For spare parts & consumables for the warranty period and for 03 Years beyond warranty period of the equipment

Payable extra as applicable at the time of supply against documentary evidence. The present rate of CGST @ 9% / 14% & SGST @ 9% / 14%. The applicable rate of GST for individual items shall depend on HSN Code. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

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).

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

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

07. GST ON ERECTION & COMMISSIONING: Payable extra as applicable at the time of supply. The present rate of CGST @ 9% & SGST @ 9%. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

08. CONSIGNEE:

Sl. No.	Project	Consignee	Quantity (in nos.)
1.	Jhingurda	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurdah Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)	02
2.	Nigahi	The Depot Officer, Northern Coalfields Limited, Regional Stores, Nigahi Project,	03

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		P.O. Nigahi Colliery, Distt. Singrauli (MP)	
3.	Jayant	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)	01

09. PAYING AUTHORITY:

(a) For Equipment along with accessories and Erection & Commissioning:

General Manager (Fin), NCL HQ, through Area Finance Manager, NCL HQ, Singrauli, Northern Coalfields Limited, P.O.: Singrauli Colliery, Dist. Singrauli (M.P.): 486 889.

(b) For Spare Parts & Consumables for the warranty period and Spare Parts & Consumables for 3 years beyond warranty period of equipment:

Area Finance Managers of respective projects.

10. DELIVERY PERIOD:

(A) Equipment along with Accessories and consumable spares & consumables required for the warranty period of the equipment:

Within 14 months and 15 days from the date of issue of supply order.

(B) For Back up spares and consumables required for three years beyond warranty period of the equipment:

Delivery of the Spare Parts and Consumables of the equipment shall be made as specified in Annexure – B, Clause No. B.6.2.1.a.

(C) The date of receipt of the materials by the consignee will be considered as the date of delivery. Failure to supply the equipment within the delivery period will attract liquidated damages as per relevant clause of this order.

11. INSPECTION AND TESTS:

- i. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii. The inspections and tests may be conducted at the premises of the supplier or its subcontractor(s), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- iii. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

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- iv. The purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival at consignee's end shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the works of the firm.
- v. Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by NCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- vi. Nothing in these documents shall in any way relieve the supplier from any warranty or other obligations under this contract.
- vii. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test house or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

12. PAYMENT TERMS:

(A) For Equipment with Accessories, Erection & Commissioning, Consumable Spares & Consumables for Warranty period of the Equipment:

- a) 80% payment shall be released within 21 days after receipt of the equipment along with accessories at the project site and confirmation of the same by the project head and receipt and acceptance of Performance Bank guarantee as specified in the NIT.
- b) Balance 20% payment shall be released within 21 days of successful installation, commissioning and final acceptance of the equipment along with accessories at site upon presentation of a certificate from the project head to the effect that the equipment has been erected and commissioned to their entire satisfaction.
- c) For Consumable Spares & Consumables for the warranty period of the equipment, 100% payment including all taxes and duties shall be made on receipt & acceptance of the same & within 21 days after commissioning of the equipment.

(B) For Back-up Spares and Consumables for 03 years beyond the warranty period of the equipment:

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.

Payments shall be made by "Electronic Fund Transfer"

Note: In case of consumable spares & consumables for the warranty Period and back-up spares and consumables for 03 years beyond warranty period,

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prices as per Annexure – F or prices as per currently existing pricelist, applicable to the Depot Agreement with M/s BEML Limited, whichever is lower, shall be applicable. For the items not covered in the currently existing pricelist, the firm will submit a lowest price certificate stating that the prices charged by them are same and not higher than as charged to Govt. Departments, PSUs including subsidiaries of CIL.

D. No payment shall be made for supply of incomplete Equipment.

BANKER'S NAME & ADDRESS

State Bank Of India, Morwa Branch (Code-3767)

CASH CREDIT ACCOUNT NO. 10773219064

13. SUBMISSION OF BILLS:

FOR EQUIPMENT ALONG WITH ACCESSORIES, SPECIAL TOOLS, CONSUMABLE SPARES AND CONSUMABLES FOR WARRANTY PERIOD OF EQUIPMENT:

- i) The duly stamped and pre-receipted Bills for 80% payment of equipment along with accessories in quadruplicate, as per terms of the contract must be submitted to the Paying Authority and one copy to the consignee along with the following documents:
 - a) Pre-dispatch inspection note and receipt of equipment Certificate by the concerned project Head.
 - b) Road Challan/RR
 - c) Consignment Note
 - d) Test and Guarantee/Warranty Certificates.
 - e) Copy of GST Invoice
 - f) Auditor's certificate for payment of GST
 - g) Auditor's certificate for payment of Custom Duty, if any.
 - h) Performance Bank guarantee as per relevant clause of this order.
 - i) Any other statutory documents required.
 - j) DGMS approval and/or BIS Licence/Certificate as per supply order terms, wherever applicable
 - k) Any other documents specified in the order.
- ii) Bills in quadruplicate along with other necessary documents, duly stamped and pre-receipted, for balance 20% value of the equipment along with accessories and 100%value of consumable spares & consumables for warranty period of equipment should be submitted as per the payment terms clause, to the consignee for forwarding the same to paying authority concerned for payment stipulated as above. The consignee will attach the final Store Receipt Voucher and forward the same to the paying authority for payment.

(B) FOR SPARE PARTS & CONSUMABLES BEYOND WARRANTY PERIOD OF THE EQUIPMENT, FOLLOWING DOCUMENTS SHOULD BE SUBMITTED:

(a) TO THE CONSIGNEE:

- i) Consignment Note

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- ii) Delivery Challan in original
- iii) One copy of the bill.
- iv) Warranty/Guarantee Certificate/Inspection Report wherever required.
- v) Manufacturers test certificate/Price Fall Clause Certificate
- vi) DGMS approval and/or BIS Licence/Certificate as per supply order terms, wherever applicable.
- vii) Any other documents specified in the order.

(b) TO THE PAYING AUTHORITY:

- i) 100% bill in triplicate duly pre-receipted and stamped.
- ii) GST documentary evidence, wherever mentioned.
- iii) Copy of the consignment Note Warranty/Guarantee Certificate/Copy of the Inspection Note wherever required.
- iv) Any other documents specified in the order.

A COPY OF EACH OF THE ABOVE BILLS WITH THE STIPULATED COPIES OF DOCUMENTS MUST BE SUBMITTED TO THIS OFFICE SIMULTANEOUSLY ON PRESENTATION OF YOUR BILLS TO THE PAYING AUTHORITY.

14. LOWEST PRICE CERTIFICATE:

You will have to submit a certificate along with the bill confirming that the prices charged by you for the ordered items are lowest and not higher than as applicable to DGS&D, other Govt. Dept./Undertaking including other subsidiaries of CIL.

You should also certify that the quoted rates are not higher than rates quoted / prices charged by you for same items to other customers.

15. SPARES & CONSUMABLES:

(A) You will supply the spare parts & consumables required during the Warranty period of the equipment and spare parts & consumables for three years beyond the warranty period of the equipment (as per list enclosed at **Annexure - F**) to ensure the desired availability of the equipment during the warranty period and in subsequent three years beyond the warranty period of the equipment, as specified in the Performance Guarantee / Guaranteed percentage Availability Clause (as per **Annexure-B & C**).

(B) Any shortfall in the quantity of spare parts and consumables covered in the list of spare parts & consumables required during the Warranty period of the equipment and spare parts & consumables for three years beyond the warranty period of the equipment (as per **Annexure - F**), during the period of **48 months, for up to 14000 working hours** shall have to be supplied by you **free of cost**.

Any shortfall in quantity of above items during the period of 48 months, if required beyond 14000 working hours, shall be supplied by the supplier and the cost of same shall be borne by the Purchaser.

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The Consignee & Engineer In-charge (Excv.) of concerned Project will ensure that the spare parts & consumables required during the Warranty period of the equipment and spare parts & consumables for three years beyond the warranty period of the equipment, supplied by the firm against this contract are exclusively used for the equipment for which these items have been supplied by the firm.

16. LIQUIDATED DAMAGES CLAUSE:

In the event of failure to deliver or dispatch 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, NCL should have the right:-

- a) To recover from the firm as agreed liquidated damages, a sum of 0.5 % (half percent) of the price of any stores which the firm 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). 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 the firm on the account and at the risk of the firm the stores not supplied or others of 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 firm 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 firm, 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 the firm in this or any contract should this sum be not sufficient to cover the full amount recoverable, the firm shall pay NCL on demand the remaining balance. The firm shall not be entitled to any gain on any such purchase.
- g) CGST, SGST or IGST will be levied as applicable as per the provision of GST Act and Rule thereon.
- h) The firm will issue credit note as per the provision of Rule 53 of CGST Rule, 2017 on quality deduction or liquidity damage, if any arises.

17. RISK PURCHASE CLAUSE:

In the event of failure of the firm 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, NCL has the right to purchase the stores from elsewhere after due notice to the firm at the risk and cost of the firm. It is clearly mentioned that in the event of failure of the firm as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in NCL and also in any other Subsidiary Companies / Coal India Limited. GST will be charged/levied on Risk

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Purchase as per the provision of GST Act Rule thereon.

18. Force Majeure Conditions:

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 NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its 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.

- a) The successful bidder 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.
- b) For delay arising out of Force majeure, the bidder 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 bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

19. PRICE FALL CLAUSE:

You shall undertake that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than the ordered price 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.

You will furnish the following certificate to the consignee/ paying authority along with bill:

"I/We certify that I/We have not supplied / are not supplying similar product/systems or subsystems at a price lower than the ordered price in respect of any other Ministry / Department of the Government of India or PSU".

Failure in submission of aforesaid certificate by the contract holder may result in withholding of the payment of their bills against supply.

20. SECURITY DEPOSIT: Exempted, being Public Sector Undertaking.

21. PERFORMANCE BANK GUARANTEE:

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10% of the total Equipment value {along with Accessories, Erection & Commissioning Charges, Consumable Spares & Consumables for the warranty period of the equipment + Spares & Consumables for a period of 36 Months beyond Warranty Period on Landed basis inclusive of applicable Taxes & Duties} on Landed basis inclusive of applicable Taxes & Duties, **valid for Erection & Commissioning period + 54 months** from the date of commissioning of the equipment.

PBG amount per Equipment (INR)	Rs. 49,23,152.00
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You shall have the option to get converted the Security Deposit amount into the Performance Bank Guarantee or submit the Performance Bank Guarantee separately. In case, you get the Security Deposit converted into Performance Bank Guarantee and Security Deposit amount is less than the required Performance Bank Guarantee amount, you shall have to submit the separate Performance Bank Guarantee for the additional required amount. In case Performance Bank Guarantee is submitted separately, Security Deposit shall be released against submission of Performance Bank Guarantee.

The Performance Bank Guarantee (s) may be submitted equipment wise also.

The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, NCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

Release of PBG for each equipment, may be done separately on satisfactory performance of the respective equipment as above.

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/en-cash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

During submission of 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

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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.”

23. COMPOSITE GUARANTEE/WARRANTY:

You will warrant that the equipment supplied under this contract:

- (a) Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.
- (b) Is in accordance with the contract specifications.
- (c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment / stores as specified in **Annexure-C**, Equipment Specifications for a period of 12 months from the date of commissioning.

In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by you at site free of cost within 14 days of settlement of warranty claims. You will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to you. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/ assemblies does not arise and all services under warranty clause shall be your responsibility of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with you and the cost for such collection will have to be borne by you.

24. ERECTION & COMMISSIONING:

You will be responsible for the erection and commissioning of the equipment within 21 days of the receipt of complete equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and cranes for this purpose. If the supplier fails to commission the equipment within the specified period, Liquidated Damages will be recovered @ 0.5% of the delivered/landed price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 10% of the delivered/landed price of equipment along with accessories. Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of Materials Management Division of NCL.

In case there is delay in erection & commissioning on account of NCL, the period of delay (on account of NCL) shall not be counted for levy of liquidated damages.

25. PACKING FOR TRANSIT:

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i) PACKING:

Stores should be properly packed and the supplier shall be held responsible for the stores not being sufficiently and properly packed for transport by road so as to ensure that they reach their destination safely without any damage. The packing of stores shall be done by the supplier at their cost.

The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the order.

The safe arrival of material at consignee end will be suppliers responsibility and the insurance is to be arranged by the supplier on their behalf and all claims for shortages/damages are to be lodged by the suppliers directly with Insurance Company and not by Northern Coalfields Limited.

ii) MARKING & PACKAGE PACKING ETC.:

Each package delivered under this contract shall be marked by the contractor at his cost, with the description and quantity of contents, with the consignee's name and address, with gross weight, with the name of contractor and with distinctive number of mark which is also to be shown for the purpose of identification. All marking should be carried out with paint satisfactory to the inspector as regards quickness of drying and indelibility.

iii) PACKING MATERIALS-FREE SUPPLY:

All packing cases, containers, packing and other similar materials shall be supplied by the contractor free of cost.

If the stores are not packed and marked in accordance with the instructions above or in case where the packing materials are delivered separately and they are not in accordance with the stipulation above, those shall be liable to be rejected by the inspector whose decision as to the sufficient or otherwise compliance with the instructions shall be final Repacking, if any required by the Inspector before onward dispatch shall, if not carried out by the contractor within a reasonable time of demand thereof, be carried out by the inspector at the cost of the contractor.

Each package shall contain a packing note quoting specifically the name of the contractor, the supply order name and date, the name of the purchase organization who placed the order, the description of the stores and quantity contained in the package.

26. MODE OF DESPATCH:

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By Road Transport: Full Truck load consignments are to be dispatched on door delivery basis. All consignment should be booked to consignee and not to selves.

27. INTERCHANGEABILITY OF PARTS:

In case of Consumable spares/Consumables/Back-up Spares, if against any item, it becomes necessary to supply spare parts bearing a Part No. other than specified in the Supply order, you will furnish the following certificate to the consignee before arranging supply of spares bearing different Part No. under advise to this offices.

“The changed Part No. are exact replacement of the parts ordered and are suitable for and will fit in machinery in the existing fittings of which they are intended.”

28. PARTS CATALOGUE:

You will submit an Assembly wise Parts Catalogue to General Manager (MM-HOD), NCL, Singrauli in addition to the Manuals as specified in Technical specifications (**Annexure-A,B & C**).

29. SUBMISSION OF DESPATCH DETAILS:

Dispatch Advice-Notification of dispatch should be sent to the Consignee & copy to General Manager (MM-HOD), NCL, Singrauli immediately after dispatch giving the following particulars:

- a) Supply Order No. and Date
- b) Machine SL. No.
- c) Date of Inspection.
- d) Date of dispatch
- e) Name of Project to which dispatched
- f) Number of Packages
- g) Quantity and / or weight
- h) Description of Stores
- i) Consignment Note No. & Date
- j) Name of Transporter / Trailer/Truck No.

30. 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

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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.

31. INTEGRITY PACT:

The integrity pact shall be monitored by two independent external monitors whose names & addresses are indicated below:

1. Shri Sewa Ram, IAS (Rtd.), 660, Sector -26, Panchkula-134116 (Haryana).
Mobile No. +91-9478730069. Email ID sarangalsr@hotmail.com.
2. Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP). Tel. No. 0120-4322330, Mobile No. +91-9810940403. Email ID jkkhannaips@yahoo.com.

32. JURISDICTION OF COURT: This contract shall be governed by Indian Laws. All disputes are subject to the jurisdiction of "Singrauli", M.P., India Court only.

Apart from the above terms and conditions, the supplies will also be governed by the "General Terms & Conditions of supplies" issued along with our "Invitation to Tender and Instruction to the Tenderer".

The contract is concluded with this acceptance. We enclose two copies of this contract, one of which should be returned to us within 15 days duly stamped and signed by you as a token of acceptance of this contract, or else it will be construed that you have accepted the contract.

Encl:

- (1) Annexure – A – Scope of Supply
- (2) Annexure – B – General Requirements
- (3) Annexure – C – Equipment Specifications
- (4) Annexure – D – List of Standard Tool List & Electronic Diagnostic Tool
- (5) Annexure – E – Major bought out assemblies & sub-assemblies.
- (6) Annexure – F – List of Consumable Spares & Consumables for the warranty period and Back-up spares and consumables for 03 years beyond warranty period of equipment
- (7) Annexure – G – Self-Certificate towards other major components
- (8) Annexure – H – Oil & Lubricant Chart
- (9) Annexure – I – Schedule of Maintenance
- (10) Annexure – J – Format of Annual Performance Report
- (11) Annexure – K – Quality Assurance Plan & Certificate
- (12) Annexure – L – Details of Brake System
- (13) Annexure – M – Automatic Tyre Pressure Monitoring System
- (14) Annexure – N – Fuel Tank Capacity Calculation
- (15) Annexure – O – Gauges & Indicators
- (16) Annexure – P – Audio-Visual Alarm
- (17) Annexure – Q – Warning Alarms & Lights
- (18) Annexure – R – Details of nearest Depot/ warehouse and Service Facility
- (19) Annexure – S – Details of Erection Program
- (20) Annexure – T – Latest engine performance curves

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- (21) Annexure – U – Latest Rim-pull - Speed - Gradeability Curves
- (22) Annexure – V – Latest Retarding Performance Chart
- (23) Annexure – W – Result of service and secondary brake stopping tests
- (24) Annexure – X – Water Tank Capacity Calculations
- (25) Annexure – Y – Detailed technical description
- (26) Annexure – Z – Layout drawings and detailed technical descriptions of Hydraulic Systems and Components
- (27) Annexure – AA – Layout drawings and detailed technical descriptions of Water Systems and components
- (28) Annexure – AB – Comprehensive Commercial Literature
- (29) Annexure – AC – Details of Automatic fire detection and suppression System
- (30) Annexure – AD – Details of Automatic Centralized Lubrication System
- (31) Annexure – AE – Detailed technical description of ECMs and Diagnostic Tool's
- (32) Annexure – AF – Test report (hydraulic and NDT) of pressure vessel/ receiver
- (33) Annexure – AG – Details of Rear vision system
- (33) Annexure – AH – Details of Proximity device
- (33) Annexure – AI – General Information, Dimension, Weight and Performance Details
- (33) Annexure – AJ – Integrity Pact signed by You
- (34) Annexure – AK – After Sales & Service Support Undertaking

Yours faithfully,

(Shameel Waris)
Dy. Manager (MM)

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

Copy to :

The DT (Op), NCL, Singrauli.

The Chief Vigilance Officer, NCL, Singrauli.

The General Manager (Fin), NCL, Singrauli.

The General Manager (Excv), NCL, Singrauli.

The Company Secretary, NCL, Singrauli – as communicated vide Ref. No. 1321 dated
16.02.2018

The General Manager (MM) / HOD (Pur), NCL, Singrauli

The General Manager, NCL, Jayant / Nigahi / Jhingurda

The Staff Officer (Excv), NCL, Jayant / Nigahi / Jhingurda

The Depot Officer, Regional Stores, NCL, Jayant / Nigahi / Jhingurda

The Area Finance Manager, NCL, Jayant / Nigahi / Jhingurda

The Area Finance Manager, NCL HQ, Singrauli

The General Manager,
Northern Coalfields Limited,
Kolkata Office, 15, Gariahat Road, 2nd. Floor,
Kolkata: 700 019.

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The Chief Manager (Excavation): For arranging pre-dispatch inspection.
Regional Sales Office,
Geetha Mansion, 4th Floor,
40, Kempe Gowda Road,
Bangalore:560009

The General Manager (Excavation),
Coal India Limited,
Coal Bhawan
Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata - 700156

The Chief General Manager (MM)/GM(MM), CIL/CCL/BCCL/ECL/SECL/WCL/MCL

Shri Sewa Ram, IAS (Rtd.),
660, Sector -26, Panchkula-134116 (Haryana)

Shri J.K Khanna, IPS (Rtd),
A-102, Sector-55, Noida-201307 (UP)

This issues against following Indent Nos. and SORs:

Sl. No.	Indent No. & Date	Qty. Nos.	Project	M/C Sl. No.	SOR No. & Date
1.	SGR / CP / HEMM / JRD / 16-17 / 805 dated 01/02.05.2016	02	Jhingurda	D-7805 D-7803 D-7801 WS-90	585/13-14 dated 31.03.2014 224/13-14 dated 28.01.2014 954/14-15 dated 11.06.2014 955/14-15 dated 11.06.2014
2.	SGR / CP / HEMM / NGH / 16-17 / 823 dated 08.06.2016	03	Nigahi	Not Applicable (Additional Requirement)	
3.	SGR / CP / HEMM / JNT / 14-15 / 760 dated 10.03.2015	01	Jayant	WS-85 WS-88	1295/11-12 dated 26.08.2011 3285/15-16 dated 10.10.2015
	Total	06			

Capital Budget: NCL / HQ / C&B / Capital / HEMM / 2017-18 / 05 dated 17.02.2018 for Rs. 26,45,59,192.32/-

Revenue Budget:

Sl. No.	Financial Year	BC No., Date & Amount
1.	2017-18	NCL / HQ / BC / 2017-18 / HEMM Spares / Centralized / 39 dated 17.02.2018 for Rs. 51,70,009.68
2.	2018-19	NCL / HQ / C&B / 2018-19 / Notings / Centralised HEMM Spares / 11 dated 17.02.2018 for Rs. 1,01,47,536.30
3.	2019-20	NCL / HQ / C&B / 2019-20 / Notings / Centralised HEMM Spares / 09 dated 17.02.2018 for Rs. 1,02,85,668.00

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4.	2020-21	NCL / HQ / C&B / 2020-21 / Notings / Centralised HEMM Spares / 05 dated 17.02.2018 for Rs. 52,26,711.90
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FC No.: NCL / HQ / FC / 2017-18 / Capital / HEMM / 05 dated 17.02.2018 for Rs. 29,53,89,118.20

This issues with the approval of NCL Board of Directors in their 223rd Meeting communicated by Company Secretary vide Ref. No. 1321 dated 16.02.2018

Dy. Manager (MM)

Chief Manager (MM)