



**Northern Coalfields Limited**  
**(A Mini Ratna Company)**  
**Materials Management Department**  
P.O. Singrauli Colliery, Distt. Singrauli, MP- 486889  
**Corporate Identification No.U10102MP1985GOI003160**  
Tel: 07805 – 266481, Fax: 07805 – 266388  
Website: [www.nclcil.in](http://www.nclcil.in)

**Ref: 63721007 / 216A1085 / Tyre Handler**

**Date: 12.05.2017**

**SUPPLY ORDER**

**BY REGISTERED POST**

**M/s BEML Limited**

Regional Office, P.B.No.5;  
P.O.: Singrauli Colliery  
Dist. Singrauli (M.P.) PIN – 486 889  
**Fax No. 07805-267282**

**Vendor Code: 515007**

**Type of Vendor: PSU**

**Sub: Supply Order for supply of 04 Nos. Diesel powered, self-propelled earthmover Tyre Handler of capacity not less than 3500 Kilograms along with spare parts and consumables for warranty period & for 03 years (36 months) period beyond warranty period of operation of equipment**

- Ref: (1) Tender Enquiry No. NCL / SGR / MMD / Sec. II / 216A1085 / 74 dated 15.12.2016 opened on 10.02.2017 (Tender ID: 2016\_NCL\_56326\_1)**  
**(2) Your Online Offer submitted on 31.01.2017 vide Bid ID 170375 and subsequent online clarifications submitted by you**  
**(3) Your Letter No. BEML/MSM/BL14TH/2016-17/614 dated 29.03.2017**  
**(4) Your Letter No. BEML/MSM/BL14TH/2016-17/619 dated 30.03.2017**

Dear Sirs,

In reference to the above, we are pleased to place on you, an order for supply of 04 Nos. Diesel powered, self-propelled earthmover Tyre Handler of capacity not less than 3500 Kilograms along with spare parts and consumables for warranty period & for 03 years (36 months) period beyond warranty period of operation of equipment as per following details:

<b>Sl. No.</b>	<b>Description</b>	<b>Qty Nos. / Sets / Module</b>	<b>Unit Rate (Rs)</b>	<b>Extended Value (Rs)</b>
01	BEML Make / Model BL14TH Tyre Handler of lifting capacity 3500 kgs  Detailed technical specification as per Annexure – A (Scope of Supply) Annexure – B (General Requirement) Annexure – C (Equipment Specification etc.)	04 Nos.	1,06,53,000.00	4,26,12,000.00

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02	Consumable Spares & Consumables for the Warranty Period (Annexure – F)	04 sets	1,28,447.00	5,13,788.00
03	Spare Parts & Consumables for 2 <sup>nd</sup> Year of Operation (Annexure – F)	04 sets	2,32,090.00	9,28,360.00
04	Spare Parts & Consumables for 3 <sup>rd</sup> Year of Operation (Annexure – F)	04 sets	9,71,562.00	38,86,248.00
05	Spare Parts & Consumables for 4 <sup>th</sup> Year of Operation (Annexure – F)	04 sets	8,04,602.00	32,18,408.00
	Total			<b>5,11,58,804.00</b>

**01. Supply Order value (On Ex-works, basis): Rs. 5,11,58,804.00**

(Rupees Five Crore Eleven Lakh Fifty Eight Thousand Eight Hundred and Four Only)

Excise Duty, Sales Tax / VAT, 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. Delivery terms shall be on FOR destination basis since freight & insurance are payable extra.

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: Nil**

**04. EXCISE DUTY:**

**For Basic Equipment and Consumable Spares & Consumables for warranty period and Spare Parts & Consumables for 03 years beyond warranty period:**

Payable extra at legally applicable rate at the time of supply within the scheduled delivery period against documentary evidence. Present rate of Excise Duty @ 12.5%.

Refund/credit, if any, obtained on account of Excise Duty, shall be passed on to NCL which shall be certified by your auditor at the time of billing.

**NCL is presently entitled to CENVAT benefit against Excise Duty, M/s BEML Limited shall submit bills with Excisable copy of invoice bearing our Centralized Excise Regn. No. AABCN4884HEM011 for enabling NCL to obtain CENVAT benefit.**

**05. SALES TAX/ VAT:**

**For Basic Equipment:**

Payable extra, as applicable against Form 'C'. Present rate is @ 2%,

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**For Consumables Spares & Consumables for the warranty period and Spare Parts & Consumables for 03 years beyond warranty period:**

**For UP Project:** CST will be payable extra at actuals. Present rate of CST is @ 2% against Form-'C'.

**For MP Project:** VAT shall be payable extra at actuals. Present rate is @ 5%. Input Tax Credit shall be availed by NCL.

For availing concessional rate of Sales Tax requisite Sales Tax declaration form will be furnished by the Paying Authority of the consignee.

**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.**

**06. FREIGHT CHARGES UPTO DESTINATION (Per Equipment):**

Transportation of 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. 1,06,593.92/-** (Rupees One Lakh Six Thousand Five Hundred Ninety Three and Paise Ninety Two Only) inclusive of Service Tax, Per Equipment **for consignee in MP** and **Rs. 97,474.95/-** (Rupees Ninety Seven Thousand Four Hundred Seventy Four and Paise Ninety Five Only) inclusive of Service Tax, Per Equipment **for consignee in UP.**

For consumable spares and consumables for the warranty period and Spare Parts & Consumables for 03 years beyond warranty period, freight charges, if any, shall be borne by you.

**07. INSURANCE CHARGES UPTO DESTINATION (Per Equipment):**

Will be payable extra at actuals against documentary evidence subject to a ceiling of **Rs. 2130.60** per equipment.

Insurance charges for consumable spares and consumable for the warranty period of equipment and Spare Parts & Consumables for 03 years beyond warranty period, if any, shall be borne by you.

**08. ENTRY TAX:**

Shall be paid directly by NCL to the Govt. authority as applicable at the time of supply. Present rate is 1% for consignee located in MP and NIL for consignee located in UP. Way Bill / Road Permit, if required, for supply in UP, shall be provided by the consignee.

**09. CONSIGNEE:**

Sl. No.	Project	Consignee	Quantity (in nos.)
1.	Jayant (MP)	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Distt. Singrauli (MP)	01

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2.	Jhingurda (MP)	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)	01
3.	Amlohri (MP)	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)	01
4.	Khadia (UP)	The Depot Officer, Northern Coalfields Limited, Regional Stores, Khadia Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)	01

**10. PAYING AUTHORITY:**

**(a) For Equipment:** Area Finance Manager, NCL HQ, Singrauli, Northern Coalfields Limited, P.O.: Singrauli Colliery, Dist. Singrauli (M.P.): 486 889.

**(b) For Consumable spares & Consumables for the warranty period and Spare Parts & Consumables for 03 years beyond warranty period:** Area Finance Managers of respective Projects.

**11. DELIVERY PERIOD:**

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

Within **180 days** from the date of issue of supply order.

**(B) For Spare Parts & Consumables for 03 years beyond warranty period:**

Spare Parts and Consumables including coolant for balance 3 years beyond the warranty period of the equipment, shall be delivered periodically in three separate lots for each year; excluding coolant, i.e. coolant shall be supplied at an interval of six months (in two lots each year), as per the breakup furnished at the beginning of each year.

**(C)** The delivery period will be counted from the date of issue of order. Failure to supply the equipment within the delivery period will attract liquidated damages as per relevant clause of this order.

**12. 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 on 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.

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- 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.
- 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 subjected 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.

**13. PAYMENT TERMS:**

**(A) For Equipment along with Accessories and Consumable Spares & Consumables for the 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 in terms of **Clause No. 21** of this order.
- 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 and supply of consumable spares & consumables for the warranty period of the equipment.
- c) **For Consumable Spares & Consumables for 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.

**(B) For Spare Parts & Consumables for 03 years beyond warranty period:**

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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**Payments shall be made by "Electronic Fund Transfer"**

**Note: In case of consumable spares & consumables for the warranty Period and Spare Parts & Consumables for 03 years beyond warranty period, 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**

**14. SUBMISSION OF BILLS:**

**(A) FOR EQUIPMENT ALONG WITH ACCESSORIES, 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 Invoice cum Excise Duty Gate Pass
  - f) Auditor's certificate for payment of Excise Duty
  - g) Auditor's certificate for payment of Custom Duty, if any.
  - h) Confirmation of submission and acceptance 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 FOR 03 YEARS BEYOND WARRANTY PERIOD OF THE EQUIPMENT, FOLLOWING DOCUMENTS SHOULD BE SUBMITTED:**

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**(a) TO THE CONSIGNEE:**

- i) Consignment Note
- 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) Excise duty 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.**

**N.B. ALL DOCUMENTS SUBMITTED BY YOU IN SUPPORT OF QUALITY CERTIFICATE, PAYMENT OF DUTY, TAXES ETC., MUST BE EITHER THE ORIGINAL ONE OR A COPY DULY AUTHENTICATED AND CERTIFIED BY A RESPONSIBLE OFFICER OF YOUR COMPANY AFTER VERIFICATION WITH THE ORIGINAL.**

**15. LOWEST PRICE CERTIFICATE:**

You will have to submit a certificate along with all the bills confirming that the prices charged by you for the ordered items are the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

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

**16. SPARES & CONSUMABLES:**

**(A)** You will supply the consumable spares and consumables required during the Warranty period of the equipment and Spare Parts and 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 spares and consumables covered in the list of consumable spares & consumables for the warranty period and Spare Parts and Consumables for three years beyond the warranty period of the equipment (as per **Annexure – F**), during the period of **48 months, for up to 10000 working hours** shall have to be supplied by you **free of cost**.

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Any shortfall in quantity of these spares during the period of 48 months, if required beyond 10000 working hours, shall have to be supplied by you at extra cost, for which separate supply order shall be placed by the concerned projects.

The Consignee & Engineer In-charge (Excv.) of concerned Project will ensure that the Consumable spares & Consumable for the warranty period and Spare Parts & Consumables for 03 years beyond the warranty period of equipment, supplied by the firm against this contract are exclusively used for the equipment for which these items have been supplied by the firm.

**17. (A) LIQUIDATED DAMAGES AND RISK PURCHASE CLAUSE:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Ltd., shall be entitled at its option to enforce the following:

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any stores which you have not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division of NCL.
- b) To purchase elsewhere after notice to you on the account at your risk, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply.  
In the event of the failure on your part, as detailed above, the cost as per risk purchase exercise will be recovered from the bill against any other supplies pending in the NCL and also in any other Subsidiary Companies/Coal India Ltd.
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the your risk and cost also –
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in sub-clause (a) above.
- e) Whenever under this contract any sum of money is recoverable from and payable by the you, Northern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, you will pay. Northern Coalfields Ltd, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- f) To forfeit the security deposit / en-cash the Performance Bank Guarantee fully or in part.

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- g) Whenever, under this contract, a sum of money is recoverable from and payable you, NCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to you in this or any contract should this sum be not sufficient to cover the full amount recoverable, you shall pay NCL on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

**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 force majeure, declaration of embargo or blockade or fire or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by NCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. In the event of the successful bidder having to resort to this force majeure clause:

- a) will advise to purchaser, 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 lasting 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 that 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 the Bidder 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.

**iii) 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 that 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 with-holding of the payment of their bills against supply.

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

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**21. PERFORMANCE BANK GUARANTEE:**

10% of the total Equipment value {along with Accessories, Consumable Spares & consumables for the warranty period of the equipment + Spare Parts & Consumables for 03 Years beyond Warranty Period} on Landed basis inclusive of applicable Taxes & Duties, valid for Erection & Commissioning period + 54 months from the date of commissioning of the equipment.

<b>PBG amount per equipment (INR) for MP consignee</b>	<b>14,98,036.00</b>
<b>PBG amount per equipment (INR) for UP consignee</b>	<b>14,77,579.00</b>

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.

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 the submission of Bank Guarantee, you may please note the following:

- i. The Bank Guarantees should be issued through Structured Financial Messaging System.
- ii. Beneficiary bank / branch IFSC Code: ICICI0003529 should be mentioned.
- 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."

**22. PERFORMANCE GUARANTEE & PENALTY FOR NOT ACHIEVING GUARANTEED PERCENTAGE AVAILABILITY:**

The availability of the Equipment should not be less than **85%** during the warranty period and thereafter for 36 months from the accepted date of commissioning. Details of Performance Guarantee are given in **Annexure – B** (General Requirements) and **Annexure – C** (Equipment Specifications).

In the event that the equipment fails to achieve the availability herein provided calculated over each 12 month period, the supplier shall be liable to pay the purchaser as penalty a sum equal to as indicated here under:

- (a) 1% of the delivered price of the equipment for reduction in every percentage or part thereof from the guaranteed availability for the 1<sup>st</sup> 5%.

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(b) 10% of the delivered price of the equipment for reduction beyond 5% from the guaranteed availability.

You may be given the option on request to modify the equipment if necessary at your own cost to bring its availability to the guaranteed level within 3 months after expiry of warranty period from the date of commissioning and accordingly, the warranty period will be extended for such period.

If the equipment fails to achieve the required minimum guaranteed availability even after expiry of extended period (calculated including the extended period), the penalty deduction shall be done based on the calculation of achieved availability during the original warranty period (excluding the extended period).

The Penalty for not achieving guaranteed percentage availability if any (as detailed in **Annexure-B** Sub Clause 7.3.3) will be calculated on Landed Price basis inclusive of excise duty and CST and will be recovered from the Bank Guarantees to be submitted by you as per payment terms clause or from your pending Bills.

If the availability of the equipment falls by more than 10% of the guaranteed availability (even after modification) during the warranty period and in any of the subsequent 2 years, NCL will have the option to reject the equipment after levying 10% penalty and you will have to replace the complete/part of the equipment as applicable, at your cost, to meet the guaranteed percentage availability.

### **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 them.

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.

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**24. ERECTION & COMMISSIONING:**

You will be responsible for the erection and commissioning of the equipment within **07** days of the receipt of complete equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower 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 the 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:**

**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

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**M/s. BEML Limited**

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**Date: 12.05.2017**

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:**

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

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**M/s. BEML Limited**

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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.

**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](mailto: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](mailto:jkkhannaips@yahoo.com).

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 Tools & Special Tools along
- (5) Annexure – E – Major bought out assemblies & sub-assemblies.
- (6) Annexure – F – List of Consumable Spares & Consumables for the warranty period and Spare Parts and consumables for 03 years beyond warranty period of equipment
- (7) Annexure – G – Certificate towards comprehensive tool kit and special tool kit
- (8) Annexure – H – First fill of all oils, grease, lubricants, coolants
- (9) Annexure – I – ISO 9001:2008 Certificate
- (10) Annexure – J – Certificate towards major assembly / sub assly.
- (11) Annexure – K – Certificate towards additional spare parts & consumables
- (12) Annexure – L – Maintenance Schedule
- (13) Annexure – M – Quality Assurance Plan
- (14) Annexure – N – Major Depot, Warehouse & Service Facility
- (15) Annexure – O – Brake Test Certificate
- (16) Annexure – P – Detailed technical description
- (17) Annexure – Q – Details of Audio-Visual reversing alarm
- (18) Annexure – R – Details of Hazards light
- (19) Annexure – S – Details of erection programme

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**M/s. BEML Limited**

**Supply Order No. 63721007 / 216A1085 / Tyre Handler**

**Date: 12.05.2017**

- (20) Annexure – T – Side view and Top view of tyre handler
- (21) Annexure – U – Layout drawing and detailed technical description of Hydraulic System
- (22) Annexure – V – Comprehensive commercial literature
- (23) Annexure – W – Latest Engine performance curves
- (24) Annexure – X – Integrity Pact signed by You

Yours faithfully,

(Shameel Waris)  
Asst. Manager (MM)

(A.K. Singh)  
GM (MM)

**Copy to:**

DT (Op), NCL, Singrauli  
The Chief Vigilance Officer, NCL, Singrauli  
The General Manager (Fin), NCL, Singrauli.  
The General Manager (Excv), NCL, Singrauli.  
The General Manager (CP), NCL, Singrauli.  
The General Manager / SO (Excv.) / AFM / Depot Officer, NCL, Khadia, Jayant, Jhingurda, Amlohri

The Area Fin. Manager, NCL HQ, Singrauli

The Chief Manager (Excavation) / EED, For arranging pre-dispatch inspection.  
Regional Sales Office, Coal India Limited,  
Geeta Mansion, 4th Floor,  
40, Kempe Gowda Road, Bangalore – 560009

The General Manager,  
Northern Coalfields Limited, 15 Gariahat Road,  
2<sup>nd</sup> Floor, Kolkata:700 019

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

**This issues against following Indent Nos. and SORs:**

Sl.	Indent No. & Date	Qty. Nos.	Project	M/C Sl. No.	SOR No. & Date
1.	KHD/E&M-I/2015 dated 12.02.2014	01	Khadia	18018	1934 / 14-15 dated 29.12.2014
2.	JNT/FWS/P&M/TH/15/364 dated 08.08.2015	01	Jayant	B18022	1842 / 16-17 dated 08.02.2017
3.	959 dated 09.05.2016	01	Jhingurda	H-07	2329 / 15-16 dated 16.04.2015
4.	AML Project / Excv / 85T / E1 / 136 dated 05.07.2016	01	Amlohri	405	1367 / 10-11 dated 10.06.2010

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M/s. BEML Limited

Supply Order No. 63721007 / 216A1085 / Tyre Handler

Date: 12.05.2017

**Capital Budget:** NCL / HQ / C&B / Capital / HEMM / 2017-18 / 01 dated 08.05.2017 for Rs. 4,96,93,040.37/-

**Revenue Budget:**

Sl. No.	Financial Year	BC No., Date & Amount
1.	2017-18	NCL / HQ / BC / 2017-18 / HEMM Spares / Centralized / 11 dated 08.05.2017 for Rs. 6,02,576.99
2.	2018-19	NCL / HQ / C&B / 2018-19 / Notings / Centralized HEMM Spares / 08 dated 08.05.2017 for Rs. 10,88,792.21
3.	2019-20	NCL / HQ / C&B / 2019-20 / Notings / Centralized HEMM Spares / 06 dated 08.05.2017 for Rs. 45,57,840.23
4.	2020-21	NCL / HQ / C&B / 2020-21 / Notings / Centralized HEMM Spares / 03 dated 08.05.2017 for Rs. 37,74,589.13

**FC No.:** NCL/HQ/FC/2017-18/Capital/HEMM/01 dated 08.05.2017 for Rs. 5,97,16,838.93

This issues with the approval of NCL Board of Directors in their 214th Meeting held on 13.04.2017 and communicated by Company Secretary vide Ref. No. 74 dated 15.04.2017.

Asst. Manager (MM)

General Manager (MM)