

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्ना 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: 63821025 / 117A1084 / 10-12 CuM. FE Loader

Date: 19.05.2018

Type of Tender	Category of firm	Status of firm	Item
Global	Non MSE	Authorized Agent of Manufacturer	HEMM

SUPPLY ORDER

M/s Larsen & Toubro Limited,
Mining Equipment Business,
32, Shivaji Marg,
New Delhi 110 015
Fax No. 011-41419595

BY REGD. POST

Vendor Code: L0012

Sub: Supply Order for procurement of 02 Nos. Front End Wheel Loader of Bucket Capacity in the range of 10 to 12CuM along with Spare Parts and Consumables for warranty period of 01 year (12 months) and thereafter Spare Parts and Consumables for 03 years (36 Months) under NCD

- Ref: 1. Our Global Tender Enquiry No. NCL / SGR / MMD / Sec I / 117A1084 / 75 dated 26.10.2017, Cover I opened on 03.01.2018 (Tender ID: 2017_NCL_82263_1)
2. Your Bid ID: 245354 submitted on 29.12.2017 and subsequent shortfall documents submitted against your offer.
3. Your Letter No. LTMM / NCL / NIT / 10-12 FE Loader / 2018 / 01 dated 23.03.2018

Dear Sirs,

In reference to the above, we are pleased to place on you, an order for supply of 02 Nos. **Komatsu Wheel Loader, Model WA-800-3E0 having Bucket Capacity 10 CuM., powered with Engine Model SAA12V140E-3** along with Spare Parts and Consumables for warranty period of 01 year (12 months) and thereafter Spare Parts and Consumables for 03 years (36 Months) under NCD, as per following details:

Sl. No.	Description	Qty/ Sets/	Unit Basic Rate (Rs)	Extended Value (Rs)
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		Nos.		
01	Komatsu Wheel Loader, Model WA-800-3E0 having Bucket Capacity 10 CuM., powered with Engine Model SAA12V140E-3 Detailed technical specification are given in Annexure – A, B & C	02	7,31,18,237.00	14,62,36,474.00
02	Erection & Commissioning Charges	02	12,50,000.00	25,00,000.00
03	Spare Parts and Consumables for warranty period of the equipment	02	51,54,354.00	1,03,08,708.00
04	Spare Parts and Consumables for 2 nd Year of Operation	02	65,16,925.00	1,30,33,850.00
05	Spare Parts and Consumables for 3 rd Year of Operation	02	71,33,293.00	1,42,66,586.00
06	Spare Parts and Consumables for 4 th Year of Operation	02	60,18,116.00	1,20,36,232.00
07	Additional 02 nos. Tyres for each equipment excluding original fitment of 04 nos. Tyres	04	21,00,000.00	84,00,000.00
Total Basic Order Value				20,67,81,850.00

- Note:
1. GSTIN of M/s Larsen & Toubro Limited, W.B. - 19AAACL0140P4ZD
 2. GSTIN of M/s Larsen & Toubro Limited, M.P. - 23AAACL0140P5ZN
 3. HSN Code of Equipment - 8429
 4. HSN Code of Spare Parts & Consumables - HSN Code of Spare Parts & Consumables are mentioned in List of Spare Parts & Consumables with part details

01. Supply Order value: ₹ 20,67,81,850.00 (Rupees Twenty Crore Sixty Seven Lakh Eighty One Thousand Eighty Hundred and Fifty Only)

GST, Freight & Insurance Charges, will be payable extra as per the relevant clauses mentioned in this Supply Order.

02. BASIS OF PRICE:

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

The prices mentioned above will remain firm till completion of supplies.

03. PACKING & FORWARDING CHARGES: NIL

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. 4,50,000.00 for each equipment along with accessories**. GST will be payable 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. 20000.00 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 @ 18%. 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 IGST is @ 18%. 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.

For 02 Nos. Additional Tyres per 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 enable NCL 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).

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 IGST is @ 18%. The firm will provide Tax Invoice (as per GST Act & Rule) to avail Input Tax Credit by NCL.

08. ULTIMATE CONSIGNEE:

Sl. No.	Name of the Project	Quantity (Nos.)	CONSIGNEE
1.	JHINGURDA (MP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Jhingurda Project, P.O. Singrauli Colliery, Distt. Singrauli (MP)
2	DUDHICHUA (UP)	01	The Depot Officer, Northern Coalfields Limited, Regional Stores, Dudhichua Project, P.O. Khadia Colliery, Distt. Sonebhadra (UP)
	Total	02	

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, Spare Parts & Consumables for 3 years beyond warranty period of equipment & additional 02 Nos. Tyres for each equipment:

Area Finance Managers of respective projects.

10. DELIVERY:

(A) Equipment along with accessories, Spare Parts and Consumables for the warranty period of the equipment

02 Nos. Front End Wheel Loader shall be supplied within 13 months & 15 days from the date of issue of Supply Order.

Delivery of the Consumable Spares and Consumables, including Lubricants for the warranty period of the equipment shall be made as specified in the Annexure - B Clause No. B.6.2.

(B) Spare Parts and Consumables for 03 years beyond warranty period of the equipment including additional 02 nos. Tyres for each equipment

Delivery of Spare Parts and consumables for 3 Years beyond warranty period shall be made as specified in the Annexure - B Clause No. B.6.2.

The delivery period for additional 02 nos. Tyres for each equipment excluding original fitment of 04 nos. Tyres shall be as per Annexure A Clause No. A.1

The delivery period will be counted from the date of issue of supply order. Failure to supply the ordered / equipment materials within the delivery period will attract liquidated damages as per relevant clause of SO.

The date of receipt of the materials by the consignee will be considered as the date of delivery.

11. EXTENSION OF DELIVERY PERIOD:

You will supply the materials within the Delivery Period given in this order. In case delivery date against the order has expired, you will not despatch/deliver the materials unless the delivery date is extended on your request and you receive confirmation in this regard.

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 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.
- 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.

13. PAYMENT TERMS:

For Equipment with Accessories, Spare Parts and Consumables for Warranty period of the Equipment:-

- a) 80% value of the equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission & acceptance of Performance Bank Guarantee valid till 54 months period from the date of commissioning of the equipment.
- b) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of NCL HQ, where the equipment has been deployed and confirmation of receipt of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment.

For Payment of spares and consumables for 36 months after the warranty period of 12 months from the date of commissioning of the equipment and additional 02 Nos. Tyres for each equipment:

100% value of the spares and consumables and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of materials at consignee's end.

Payments shall be made by "Electronic Fund Transfer"

No payment shall be made for supply of incomplete Equipment.

BANKER'S NAME & ADDRESS

Current Account No. 000505002275

Banker's Name: ICICI Bank

Address: Bund Garden Road, Pune, Maharashtra

IFSC Code: ICIC0000005

14. 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 specified in the order.
- 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.

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 (Japan)

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.

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

(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) 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.

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 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/Other Organization 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.

16. SECURITY DEPOSIT:

You will be required to deposit as Security Money equivalent to 10% of the total equipment value of the Contract, on landed basis including the applicable taxes and duties {along with Accessories, Spare Parts & Consumables for the warranty period of the equipment + Spare Parts & Consumables for a period of 36 Months beyond Warranty Period including 02 Nos. additional Tyres}, in the form of Bank Draft or Bank Guarantee valid for delivery period of the equipment + erection and commissioning period + 06 months, which in any case shall not be less than 06 months, from the date of issuance of the said Bank Guarantee. The calculations for arriving at Landed Price are given in the clause evaluation of the tender.

Security Deposit shall be required to be submitted within 15 days from the date of placement of order. If the firm fails to deposit the security deposit within 15 (Fifteen) days from the date of order, the order shall be cancelled and the case shall be processed to

order elsewhere, and the firm's performance in this regard shall be recorded for future dealings with you.

The Security Deposit shall be treated as performance coverage of the contract. The Security Money (treated as performance coverage of the contract) will be released within 30 (Thirty days) after fulfillment of all contractual obligations till the erection & commissioning of the equipment, stipulated in the contract and after submission of Performance Bank Guarantee as per relevant clause of the SO. For unsatisfactory performance and/or contractual failure till the erection & commissioning, the security money shall be forfeited.

The Security Deposit if submitted in the form of 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. Security Deposit Amount shall be INR **2,45,95,178/-**

In case, Security Deposit is submitted in the form 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: 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.”

17. PERFORMANCE BANK GUARANTEE:

You are required to furnish PBG for 10% of the total Equipment value {along with Accessories, Consumable Spares & Consumables for the warranty period of the equipment + Spares & Consumables (Fast Moving Spares & Slow Moving Spare Parts) for a period of 36 Months 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.

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 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. Indicated below are the details of PBG:

PBG amount per equipment (INR)	1,22,97,589/-
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The PBG may be submitted each equipment wise. Release of PBG for each equipment may be done separately on satisfactory performance of the respective equipment.

In case 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: 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.”

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

The availability of the Equipment should not be less than as specified in the table indicated below:

Ist year warranty period	IInd year	IIIRD year	IVth year
85%	85%	85%	85%

Details of Performance Guarantee are given in **Annexure-B** and **Annexure-C** (General Requirements & Equipment Specifications).

In the event that the Equipment fails to achieve the Availability herein provided calculated over each 12-month period, you shall be liable to pay to the Purchaser, as penalty, a sum equal to as indicated hereunder for each equipment:

- a. 1% of the delivered landed price of the equipment including the price of spare parts and consumables for the respective year for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.
- b. 10 % of the delivered landed price of the equipment including the price of spare parts and consumables for the respective year for reduction beyond 5% from the guaranteed availability.

You may be given the option on request to modify the equipment, if felt 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 deductions 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 GST 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 03

years, the purchaser 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 %availability.

19. LIQUIDATED DAMAGES:

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 shall 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.

20. 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 Purchase as per the provision of GST Act Rule thereon.

21. 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 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 firm will advise, in the event of its 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 firm 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.

22. 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.

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 with-holding of the payment of their bills against supply.

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.

You 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: _

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 requirements.

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:

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 office.

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

28. MANUFACTURER'S TEST CERTIFICATE

You will be required to submit the Manufacturer's Test Certificate / Test Data with

regards to compliance of various Technical Parameters as per relevant ISO standards given in the Technical Specifications of the equipment.

29. 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**).

30. 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.

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.

- (1) Annexure A – Scope of Supply
- (2) Annexure B – General Requirements
- (3) Annexure C – Equipment Specification
- (4) Annexure D – List of comprehensive tool kit
- (5) Annexure E – Major bought out assemblies & sub-assemblies
- (6) Annexure F – List of Spare Parts & Consumables for the warranty period and for 03 years beyond warranty period of equipment.
- (7) Annexure G – Schedule of all necessary oils, lubricants, fluids for the operation and maintenance
- (8) Annexure H – Maintenance Schedule
- (9) Annexure I – Format of Annual performance report
- (10) Annexure J – Quality Assurance Plan
- (11) Annexure K – After Sales Service Support Undertaking
- (12) Annexure L – Calculation of sufficiency of fuel tank
- (13) Annexure M – Details of nearest Depot / warehouse and Service Facility
- (14) Annexure N – Details of erection program
- (15) Annexure O – Struck and heaped volumetric rating of the bucket
- (16) Annexure P – Engine performance curves
- (17) Annexure Q – Result of service and secondary brake stopping tests
- (18) Annexure R – Detailed technical descriptions and specifications of each system
- (19) Annexure S – Layout drawings and detailed technical descriptions of hydraulic systems
- (20) Annexure T – Comprehensive commercial literature
- (21) Annexure U – Electronic Control Module
- (22) Annexure V – Schematic and layout drawings of AFDSS
- (23) Annexure W – Schematic and layout drawings of Automatic Centralized Lubrication System
- (24) Annexure X – General Information, Dimension, Weight and Performance Details
- (25) Annexure Y – Detailed list of instrumentation, monitoring and alarm systems
- (26) Annexure Z – Audio-Visual Reversing Alarm
- (27) Annexure AA – Details of device for reducing wheel spin
- (27) Annexure AB – Lighting details
- (28) Annexure AC – Integrity Pact

Yours faithfully,

(Shameel Waris)
Dy. Mgr. (MM)

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

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

Copy to:
Chief Vigilance Officer, NCL
DT (Op), NCL

M/s Larsen & Toubro Limited

Supply Order No. 63821025 / 117A1084 / 10-12 CuM. FE Loader

Date: 19.05.2018

The General Manager, NCL, Jhingurda/Dudhichua
The General Manager (Fin), NCL, Singrauli.
The General Manager (Excv), NCL, Singrauli.
The General Manager (CP), NCL, Singrauli.
The Staff Officer (Excv), NCL, Jhingurda/Dudhichua
The Depot Officer, Regional Stores, Jhingurda/Dudhichua
The Area Finance Manager, NCL, Singrauli
The Area Finance Manager, NCL, Jhingurda/Dudhichua

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

M/s Komatsu Ltd.,

By AIR MAIL

No. 3-6 Akaska,

2 – Chome, Minato-ku,

Tokyo 107-8414, Japan

Fax No. +81-3-5561 4761

This refers to your letter no. KLTD / NCL / WA800 / 17-18
/ 10 dated 21.12.2017

This issues against following indent Nos.

Sl.	Indent No. & Date	Qty. Nos.	Project	M/C SI. No.	SOR No. & Date
1.	SGR / CP / HEMM / JRD / 16-17 / 802 dated 17/20.04.2016	01	Jhingurdah	FEL-125 FEL-159	96 / 13-14 dated 10.01.2014 0886 / 13-14 dated 08.07.2013
2.	SGR / HEMM / DCH / 16-17 / 810 dated 10/12.05.2016	01	Dudhichua	FEL-184	2976 / 17-18 dated 01.03.2018
	Total	02			

Details of BC for Capital Budget is as under:

Project	Financial Year	Budget Certification Detail	B.C. Date	Total Budget
NCL HQ, Singrauli	2018-19	NCL / HQ / C&B / Capital / HEMM / 2018-19 / 01	12.05.2018	17,66,18,239.32

Details of Revenue Budget are as under:

Project	Financial Year	Budget Certification Detail	B.C. Date	Total Budget
NCL HQ, Singrauli	2018-19	NCL / HQ / BC / 2018-19 / HEMM Spares / Centralized / 19	12.05.2018	1,21,64,275.44
NCL HQ, Singrauli	2019-20	NCL / HQ / C&B / 2019-20 / Notings / Centralized HEMM Spares / 10	12.05.2018	2,61,31,943.00

M/s Larsen & Toubro Limited

Supply Order No. 63821025 / 117A1084 / 10-12 CuM. FE Loader

Date: 19.05.2018

NCL HQ, Singrauli	2020-21	NCL / HQ / C&B / 2020-21 / Notings / Centralized HEMM Spares / 06	12.05.2018	1,68,34,571.48
NCL HQ, Singrauli	2021-22	NCL / HQ / C&B / 2021-22 / Notings / Centralized HEMM Spares / 03	12.05.2018	1,42,02,753.76

FC No. NCL / HQ / FC / 2018-19 / Capital / HEMM / 01 dated 12.05.2018 for Rs. 24,59,51,783.00

This issues with the approval of NCL Board of Directors in their 227th Meeting communicated by Company Secretary vide Ref. No. NCL / Board / 227 (D-2) / 18 / 145 dated 07.05.2018

Dy. Manager (MM)
Singrauli

Chief Manager (MM)
Singrauli

GM (MM) / HOD (Pur)
Singrauli