
	<p>(UNDER JURISDICTION OF SINGRAULI COURT ONLY)                  NORTHERN COALFIELDS LIMITED                  (A Mini Ratna Company)                  (A Subsidiary of Coal India Limited/                  A Government of India Undertaking)                  Materials Management Department                  Regd. Office : PO: Singrauli Colliery,                  Dist. Singrauli (M.P.) INDIA                  Ph. No.07805-266606, Fax No.-266388,266640</p>	
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**SUPPLY ORDER**

Ref.No: 63614091/16-17 / 115A1120

Dated: 10/11/2016

<b>M/s Ashok Leyland Limited</b>	Fax no.91 44 2220 6001 Ph.No.91 44 2220 6000
No.1, Sardar Patel Road, Guindy	PCC: By Regd.Post
Chennai – 600 032	VENDOR CODE: A0939

**Sub:** Our Open Tender No. NCL/SGR/MMD/SBus//115A1120/103 dtd 02.11.15, Techno-Commercial Bid (Cover-I) opened on 14.12.2015 & Price Bid (Cover-II) opened on 05.08.2016 for supply of School Buses Fully Company Built.

**Ref:** Your offer vide ref. No. SAL/NCL/Bus/15/1 dtd 11.12.2015 submitted against Tender ID 2015\_NCL\_25443\_1 and your subsequent Letters dtd. 06.07.2016, 03.09.2016, 23.09.2016 & 31.10.2016 & e-mail dtd 30.07.2016.

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of 52 Seater School Buses Fully Company Built. The supply shall be governed by the Technical specifications enclosed as Annexure- I, prices, terms & conditions mentioned hereunder and also unless otherwise specified as per “General Terms & Conditions for Supply of Stores” enclosed with NIT:-

**Scope of Supply:**

Description	Qty. (No.)	Unit Basic Price (in Rs.)	Extended Value (in Rs.)
Ashok Leyland Make 52 Seater School Bus Fully Company Built	06	1707909.00	10247454.00

**TOTAL EXTENDED VALUE:** Rs.1,02,47,454.00 (Rupees One Crore Two Lakh Forty Seven Thousand Four Hundred Fifty Four only).

**TERMS & CONDITIONS:**

1. **BASIS OF PRICE:** Prices are on FOR destination basis for which Freight charges, Transit Risk Insurance (including Temporary registration) shall be paid extra as mentioned below. The prices will remain firm till completion of supplies.
  2. **Excise Duty:** Excise Duty shall be paid extra at actuals against documentary evidence at the legally applicable rate at the time of supply, which is presently applicable @ 12.5%. You have to submit your Auditor's Certificate alongwith the Bill(s) confirming that refund credit, if any, obtained against Excise Duty shall be passed on to Northern Coalfields Limited.
  3. **VAT:** VAT shall be paid extra at actuals at the legally applicable rate at the time of supply which is presently applicable @ 15% for supplies in MP & @ 14.5% for supplies in UP.
  4. **Freight and Transit Risk Insurance charges (including Temporary Registration):** Rs.33300.00 per 52 Seater School Bus for supplies to MP Project and Rs.27500.00 per 52 Seater School Bus for supplies to UP Project shall be paid extra for supply on FOR Destination basis. Safe arrival of the vehicles up to destination will be your responsibility.
  5. **Entry Tax:** Shall be reimbursed to M/s Ashok Leyland at actuals limited to 2% against documentary evidence for supply of vehicles in MP. The firm shall have to mention in their invoice that goods are Entry Tax paid. No entry tax shall be payable for supply in UP state.
  6. **Tax Collected at Source:** TCS shall be paid extra at actuals on Total Invoice Value which is presently applicable @ 1%. You shall issue TCS Certificate in prescribed **Form i.e. 27D** to enable NCL to avail the benefit of TCS.
- NOTE: If there be any increase in the rates of taxes and duties during the extended delivery period beyond the stipulated / scheduled delivery period, NCL shall not pay the increase in the Taxes & Duties and the increase will**

**be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.**

**7. DELIVERY PERIOD:** Within 90 (Ninety) days from the date of receipt of Purchase Order.

**8. Consignee & Paying Authority:**

<b>Consignee</b>	<b>Paying Authority</b>	<b>Qty. (in No.)</b>
Depot Officer, Regional Stores Block B Project, NCL, PO. Gorbi, Dist.: Singrauli (MP)	Area Finance Manager, Block B Project, NCL, PO Gorbi, Dist.: Singrauli (MP)	04
Depot Officer Regional Stores Khadia Project, NCL, PO. Khadia Dist. Sonebhadra, (UP)	Area Finance Manager, Khadia, Project NCL, PO Khadia Dist. Sonebhadra, (UP)	02 (01 No. for IWSS & 01 No. for Khadia Project)

**9. TERMS OF PAYMENTS:** 100% payment shall be made to you through A/C payee Cheque in favour of Ashok Leyland Ltd. [**Vendor Code:A0939**] payable at Chennai by respective Paying Authorities against respective Proforma Invoices to be submitted by you directly to the respective Paying Authority. The cheques shall be handed over to you by the respective Consignees against delivery of School Bus.

You are requested to submit Proforma Invoices in triplicate to the respective paying authorities immediately as per allocation for preparation of cheque.

**10. SUBMISSION OF BILLS:** The bills bearing our Centralized Excise Regn No. AABCN4884HEM011 complete in all respect for 100% towards the cost of vehicles, in triplicate duly stamped & pre- receipted with revenue stamp should be submitted to the respective Paying Authorities enabling them to regularize the advance payment already made, while effecting delivery of vehicle.

**You should also submit the manufacturer's Warranty/Guarantee Certificate along with supply.**

**11. LOWEST PRICE CERTIFICATE:** You shall submit a certificate alongwith the Bill(s) certifying that the price charged by you against this Purchase Order is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations and other subsidiaries of Coal India Ltd. You should also certify that the price charged is not higher than the rates quoted/prices charged for same items to other Customers.

**12. INSPECTION:** Final inspection will be carried out at the consignee's end by authorised representative of GM (E&M), NCL.

**13. RISK PURCHASE:** In the event of failure of supplier to deliver or dispatch the stores within the stipulated date/period of supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly that in the event of failure of supplier as detailed above, the cost of risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Company/Coal India Limited.

**14. PRICE FALL CLAUSE:** If, at any point of time during the period of execution of supply of this contract, you supply School Buses of identical description in India to any customer including CIL, Subsidiary Companies at a price lower than the price stipulated in the first contract, you shall forthwith notify such reduction of sale price and NCL shall amend its contract price to the lower price. In event of non-intimation by you to this effect, suitable penal action may be considered against you.

The price fall clause shall apply when the period of execution of supply against contract of CIL/Subsidiary Companies (first contract) is concurrent with supply of another contract by you to other organisation including CIL/Subsidiary Companies (other contract), the lower price of the two will be applicable against the supplies made against the first contract, during the concurrent period of execution of supplies of the said two contracts.

**15. Warranty / Guarantee:**

i) As per Ashok Leyland's Standard Warranty Policy.

ii) The supplier shall be responsible for any defect that may develop under the conditions provided for by the contract & under proper use arising from faulty materials, design or workmanship & shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or to renew any defective portion of the vehicle, such replacement or renewal (as per warranty settlement) shall be made by the supplier 100% free of cost without any extra cost to NCL. The new goods should be supplied on FOR Destination basis free of cost within 14 days.

**16. JURISDICTION OF COURT:** All disputes are subject to jurisdiction of "Singrauli Court" only.

**17. YOUR BANK ACCOUNT DETAIL:** HDFC Bank Limited, ITC Centre Branch, 759 Anna Salai, Chennai - 600002, A/C No.00040310003213, IFSC Code: HDFC0000004.

This order will also be governed by the "General Terms & Conditions of Supply of Stores" enclosed with our NIT and all the terms & conditions thereof as well as Provisions of CIL Purchase Manual will be applicable unless otherwise specified in this order.

You are requested to kindly acknowledge receipt and acceptance of order within 10 (Ten) days from the date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you without any precondition.

Yours faithfully,  
For and on behalf of Northern Coalfields Limited, Singrauli

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

(M. A. Siddiqui)  
Chief Manager (MM)

**Encl:**

1. Details of Technical Specification – Annexure-I

**Copy to:-**

The Chief Vigilance Officer, NCL, Singrauli.

The Director Technical (Operation), NCL, Singrauli

The General Manager(E&M), NCL, Singrauli

The General Manager(Finance), NCL, Singrauli

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

GM/SO(E&M)/AFM/Depot Officer- Block B / Khadia / Incharge IWSS,

Khadia - This supply order is issued against their Indents for procurement against replacement of Surveyed off School Buses as per details given below:

Sl. No.	Project	Indent No. / Sanction Order No. & Date	Survey Off Sanction No. & Date	Regn. No. of Surveyed off School Bus
1	Block B	Revised dtd 14.06.14 /	NCL/SGR/E&M/Sanction/	MBA-6514

		NCL/SGR/E&M/Sanction/14/4629 dt 23.12.14	13/2126 dtd 25.11.13	MP17-1887 MP17A-0383 MP17A-3968
2	IWSS Khadia	Nil dtd 25.09.14 / NCL/SGR/E&M/Sanction/15/97 dt 2.2.15	NCL/SGR/E&M/Sanction/2014/3874 dtd 21.07.14	UP64-2730
3	Khadia	KHD/E&M/P&M-I / 2015/2197 dtd 27.08.15 / NCL/SGR/E&M/Sanction/2015/1024 dt 15.12.15	NCL/SGR/E&M/2015/645 dtd. 17.08.15	UP64-8653

**NOTE 1 :-** As per office Memorandum of Ministry of Finance Govt of India, Purchase of vehicle is banned until further orders except against condemned vehicles. This Supply Order is therefore issued as per the directives of Functional Directors of NCL (456<sup>th</sup> meeting held on 05.05.2014) with the condition that immediately after receipt of new vehicles it is ensured that the corresponding initially surveyed off vehicles against which new vehicle is received is grounded for disposal. This instruction must be strictly complied by CGMs/GMs of the respective Projects.

This is issued against Indent Registration No. 115A1120 dtd. 31.10.2015 for procurement of 06 Nos. of 52 Seater School Buses.

Budget has been certified as per following detail:-

Sl. No	Project	BC / FC NO. & Date
1	Block B	Block-B/BC/CAP/Vehicles P 276/02 F Yr 2016-17 dtd 09.11.2016 Block-B/FC/CAP/Vehicles P 294/02 F Yr 2016-17 dtd 09.11.2016
2	Khadia	KHD/CB & FC/16-17/Vehicle/Bus/154/02 dtd 09.11.2016
3	IWSS Khadia	IWSS/CB & FC/16-17/Vehicle/Bus/55/02 dtd 10.11.2016

This supply Order is issued with Concurrence of Dir. (Fin), NCL & approval of CMD, NCL having Financial Concurrence vide FC No. NCL/HQ/FC/2016-17/Capital/Vehicle/04 dtd. 10.11.2016 for Rs.1,36,62,945.95.

Chief Manager (MM)

Chief Manager (MM)

**ANNEXURE-I**

**DETAILED TECHNICAL SPECIFICATION FOR 52 SEATER SCHOOL BUS**

**1.0 Scope of supply:**

Description of Item	Qty.
<b>52 SEATER SCHOOL BUS FULLY COMPANY BUILT</b>	<b>06 Nos.</b>

**Specification of 52 Seater School Bus**

2.1	Gross vehicle weight	: Not less than 14500 Kgs.
2.2	Wheel base	: Not less than 5300 mm
2.3	Number of wheels	: 6 Nos. (For each Bus)
2.3.1	Number of wheel Axles	: 2 Nos. (For each Bus)
2.4	Engine	: Powered by suitable turbo charged Diesel Engine conforming to BS-III/BS-IV
2.4.1	Steering	: Power Steering
2.5	Power	: Not less than 125 HP
2.5.1	Torque	: Not less than 490 NM
2.6	Gearbox	: Minimum 5 Speed
2.7	Colour	: Golden Yellow
2.8	Seating Capacity	: not less than 52

**3.0 REQUIREMENTS -**

3.1.1 All school buses must have an external colour of Golden Yellow. This colour shall be as per IS 5-2007 /latest. For school identification, a band of 150mm wide of 'Golden Brown' colour may be provided on all sides of the bus below the window level.

3.1.2 The 'School bus insignia' shall have a dimension of 350x350 mm and a back drop of golden yellow colour with the symbol in black colour. This shall be provided on the outer surface of the bus in a visible location preferably above the windscreen safety glass in the front and above the safety glass at the rear.

**3.2 Emergency Exits**

3.2.1 Position and number of emergency exits: All school buses shall have an emergency door on rear half of the bus on the right hand side. The door must have suitable handles on both sides so that it can be opened from the inside and outside. In addition, there shall be an emergency exit on the rear side of the bus. The lower edge of the emergency door shall be at the level of the bus floor and top edge shall be at the level of window upper edge.

3.2.2 **Passenger safety:** Whenever the bus passenger door or the emergency door or rear emergency exit opens, the driver of the bus must get the indication of the same through a flashing light or buzzer or suitable means. The emergency doors shall be kept closed in the normal condition.

### **3.3 Vehicle Entry**

The lower footstep height shall not be more than 220mm from the ground. Lower footstep can be folding/retractable type and manually operated or otherwise.

### **3.4 Seat Design:**

#### **3.4.1 Interior protection:**

3.4.1.1 All parts in 'Critical Safety Zone' shall have a radius of not less than 25mm. Alternatively its shore hardness shall not be more than 20 shore A hardness.

3.4.1.2 All parts in gangway up to height of 1200mm from bus floor shall have a radius not less than 25mm. Alternatively its shore hardness shall not be more than 20 shore A hardness.

#### **3.4.2 Storage racks:**

3.4.2.1 Storage racks to be provided beneath all seats, except the driver seat, co-driver seat and the last row of seats.

3.4.2.2 Storage rack to be of dimensions not less than 350mm depth, 500 width and clearance height of 300mm to store the belongings of school children such as school bags, lunch box and water bottles.

3.4.3 **Seat lay out:** All seats should be forward facing except in the case of seats facing the passenger step well, which should not face the door. Alternatively a partition which prevents the child from falling into the step well shall be provided.

### **3.5 Stopping signals:**

Whenever the passenger door opens, the following signal shall operate.

3.5.1 The stop signal arm should project out of the co-driver side with a minimum projection of 150mm with the "STOP" sign of minimum letter height of 40mm to be installed.

### **3.6 Speed Governor:**

A tamper proof speed governor complying with the requirements of Rule 118 of CMV(A)R 1989, which prevents driver from speeding beyond the speed limits set by the local and state transport authorities, shall be provided.

### **4.0 The vehicle chassis in all respect shall Conform to**

4.1 Central Motor Vehicle Rules 1989(amended up-to-date)

4.2 Central Motor Vehicle Rules 1997(amended up-to-date) for mass emission Standards (Diesel Engine).

4.3 Bus body should be in line with Supreme Court Guidelines.

4.4 Any other recent guidelines issued by State/Central Government for School Buses.

4.5 Bus should have double gate for in and out with Emergency Gate



4.6 Bus should be provided with safety net on rear and both side glass windows.

**5.0 Accessories for each bus -**

- |   |         |
|---|---------|
| 5.1 Spare wheel including tyre and tube           | :1 No.  |
| 5.2 Tool Kit                                      | :1 Set  |
| 5.3 Jack  | : 1 No. |
| 5.4 Spare parts catalogue and Maintenance manual. | : 1 Set |

**6.0 Each School Bus must have the following features also:-**

- 6.1: Speed Limiting Device (SLD) and Anti-Lock Braking System (ABS) as per Central Motor Vehicle Rules effective 1<sup>st</sup> October 2015.
- 6.2: Wiring Harness to suit the ABS & SLD
- 6.3: ABS Pole Wheel & Sensors on Front and Rear Axles.
- 6.4: TVS AF6262 Brake Lining.
- 6.5: SPL100 Propeller Shaft.

**Chief Manager (MM)**

**Chief Manager (MM)**