

नॉर्दर्न कोलफील्ड्स लिमिटेड  
(मिनिरात्र 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](mailto:gmmm@ncl.gov.in) website : [www.nclcil.in](http://www.nclcil.in)

FORMAL ORDER

Ref. No. 63717058 / 117A1030

Dated: 16.11.2017

M/s. Shri Balaji Industrial Products Limited	Fax No: 0141 - 2340807 Phone No. 0141 - 6623736
48, Industrial Area, Jhotwara,	PCC: By Regd. Post
Jaipur – 302012, Rajasthan	VENDOR CODE: S1571 Type of Vendor: Non MSE (General)

Sub: Supply of Tip Assy., Pin GET & Coupler for new CAT Make Buckets of 24/96 Dragline

- Ref: 1. Our Global Tender Enquiry No. NCL / SGR / MMD / Sec. I / 117A1030 / 24 dated 31.05.2017, online bids were opened on 12.07.2017 (Tender ID: 2017\_NCL\_71032\_1)
2. Your Bid ID: 210752 submitted on 06.07.2017
3. Your Letter No. SBIPL / MKT17 / E286 / NCL-CAT2496 / 05 / 2017-18 dated 08.09.2017
4. Your Letter No. SBIPL / MKT17 / E286 / NCL-CAT2496 / 06 / 2017-18 dated 18.09.2017

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of materials as per details given below. The supply shall be governed by the specifications, prices, terms & conditions mentioned hereunder and also unless otherwise specified as per General Terms & Conditions enclosed with the subject NIT.

Sl. No.	Part No.	Description	Mat. Code	Qty. (Nos.)	Unit Price (in INR)	Extension Price (in INR)
1.	4837139	Tip Assembly (Tooth Point)	11301971842	720	5,307.00	38,21,040.00
2.	4843626	Pin GET	11301971854	1020	857.00	8,74,140.00
3.	4811281	Coupler (Adopter)	11301971862	300	13,119.00	39,35,700.00
Basic Supply Order Value (in INR)						<b>86,30,880.00</b>
(Rupees Eighty Six Lakh Thirty Thousand Eight Hundred Eighty Only)						

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**Dated: 16.11.2017**

**TOTAL BASIC ORDER VALUE: ₹ 86,30,880/-** (Rupees Eighty Six Lakh Thirty Thousand Eight Hundred Eighty Only)

GST, Packing & Forwarding Charges, Freight & Insurance Charges, would be applicable as per the relevant clauses mentioned in this Supply Order.

**BASIS OF PRICE:** Prices mentioned are on FOR Destination basis. Packing & Forwarding and Freight & Insurance charges up to destination, if any, shall be borne by you. The prices shall remain firm till completion of supplies.

**PACKING, FORWARDING CHARGES:** Nil.

**FREIGHT & INSURANCE CHARGES:** Nil. Safe arrival of materials up to destination will be your responsibility.

**GOODS & SERVICES TAX:**

Payable extra at legally applicable rate at the time of supply within the scheduled delivery period against documentary evidence. Present rate of IGST @ 18%. The firm will provide Tax Invoice (as per GST Act & Rules) at the time of supply to avail Input Tax Credit.

Refund / Credit, if any obtained on account of GST thereon shall be passed on to NCL which shall be certified by the Auditor of the firm (at the time of billing) that the firm has passed the benefit, if any, arising in input tax credit due to implementation of GST.

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

<b>For Consignee located in</b>	<b>GST Registration Number</b>
Uttar Pradesh	09AABCN4884H1Z4
Madhya Pradesh	23AABCN4884H1ZE

**In case of any increase in taxes and duties after expiry of the scheduled delivery period, the increase will be to supplier's account and in case there is any decrease, the same shall be passed on to NCL.**

**DELIVERY PERIOD:** Within 06 (Six) months from the date of receipt of supply order. No material should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL. However early delivery will be preferred.

**CONSIGNEE:** The Depot Officer, Central Store, Jayant, Northern Coalfields Limited, PO: Jayant Colliery, Dist.- Singrauli (MP).

**SECURITY DEPOSIT:** You will have to submit Rs. 10,18,444.00 (Rupees Ten Lakh Eighteen Thousand Four Hundred Forty Four Only) i.e. 10% of the Landed Value as Security Money in form of Bank Draft drawn in favour of Northern Coalfields Ltd., payable at SBI, Morwa Branch, Code 3767, Singrauli, MP or any scheduled Bank located at Morwa, Singrauli, M.P. or in the form of Bank Guarantee of any scheduled

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Bank / Nationalized Bank in the prescribed format of NCL. The Bank Guarantee shall remain valid for a period of 09 months from the date of issuance of Bank Guarantee.

Two weeks' time (15 days) is being given to you to furnish the Security Deposit. In case you fail to deposit the Security Money, the order shall be cancelled and the case shall be processed to Order elsewhere and your performance shall be kept recorded for future dealings with you.

Security Money will be refunded to you within 30 days of satisfactory execution of the Supply Order / contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee (PBG). Wherever Security Money shall be treated as performance coverage of the supply order/contract, the operation of Security Money BG/PBG shall be guided by the stipulated Performance Bank Guarantee clause of this order.

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 –

<b>SFMS Field No.</b>	<b>Details</b>
7035	IFSC Code: ICICI0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889
- iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:  
“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

**TERMS OF PAYMENTS:** 100% payment including all taxes and duties shall be made by Paying Authority within 21 days from the date of receipt and acceptance of materials at site or submission of Bills complete in all respects, whichever is later. The payment will be made by “Electronic Fund Transfer” (EFT) or e-payment through RTGS for which you are requested to indicate your EFT A/C no., Name of Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

**PAYING AUTHORITY:** The Area Finance Manager, NCL HQ, Singrauli, PO: Singrauli Colliery, Dist.- Singrauli (MP).

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**BANK A/C NO. OF FIRM:**

Bank Name: State Bank of India  
Branch Name: Commercial Branch, Jaipur  
Branch Code: 31781  
Address: 1st Floor, Sun 'N' Moon Chambers Linking Road,  
Ajmer Puliya, Jaipur -302006, Rajasthan  
Account No.: 51014154898  
Account Type: Cash Credit  
IFSC Code: SBIN0031781

**SUBMISSION OF BILLS:** 100% bill with taxes & duties stamped and pre-receipted shall be submitted in triplicate to the Paying Authority with following documents:-

- i) Receipted Challan/ Consignment Note
- ii) Warranty/Guarantee Certificate.
- iii) Lowest Price Certificate.
- iv) Any other documents specified in the order.

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

**PACKING:** Packing of all the materials should conform to the requirements of the carriers. The consignment should be securely packed & marked as per standard Trade Practices/BIS norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.

**MODE OF DESPATCH:** By Road. Safe arrival of the materials at the Consignee's end will be the responsibility of the Supplier. All consignments should be booked to Consignee & not to Selves.

**WARRANTY/GUARANTEE:** You will give a warranty/guarantee for satisfactory performance of the supplied materials as per following details:

Sl. No.	Description	Part Number	Guaranteed Life (in working hours)
1.	Tip Assembly (Tooth Point)	4837139	200
2.	Pin GET	4843626	400
3.	Coupler (Adopter)	4811281	400

You will be responsible for any defect that may under the condition provided by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at your cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement shall be made by the supplier 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period maximum within 45 days from the date of claim free of cost up to ultimate Consignee's end. All cases of warranty replacements will be decided on the basis of joint inspection of the

failed goods held between the user's representative and the supplier's representative.

In case of pro-rata compensation, the same shall be done within 45 days of the date of receipt of advice from NCL.

**OTHER CLAUSES RELATED WITH WARRANTY / GUARANTEE:**

(a) Premature Failure: The items should achieve a life of at least 60% of the warranted life. In case any item fails before achieving the life mentioned above, it will be treated as premature failure unless the failure is not on account of operational fault and free replacement with new "tooth point set" or "Adopter set" will have to be made within 45 days from the date of intimation from the GM (Excv) / S.O(Excv) of the concerned project.

(b) The firm may inspect the failed items jointly, if he desires so, within 15 days from the date of intimation of failure. If no joint inspection is made within this period it will be presumed that the firm has accepted the failure and no subsequent claim in this regard will be entertained.

(c) Any Tooth Point or adopter fell during operation will not be available for joint inspection. In such cases, the falling of adopter will be considered as operational fault if it is due to worn out lip of the Dipper. The same will be decided by comparing the lip of the dipper with standard template. The standard template will be kept with the project for use during joint inspection / initial fitment of adopter. The user project have to assure the fitment of all adopter only after rebuilding lip area of the dipper as far as practicable and submit joint inspection report immediately after initial fitment indicating fitment of all component such as adopter, Pin, tooth point etc. Any change in profile / shape during operation has to be brought to the knowledge of the firm by the user project immediately.

(d) The "Tooth Point, Pin & Adopter" supplied against premature failures will also be covered under prescribed guaranteed life.

(e) In case firm fails to replace prematurely failed items in time, deduction will be made from the pending/future bill for an amount equal to the landed cost of the item or proportionate amount will have to be deposited to NCL, if no bills are pending.

(f) Premature failures of more than 10% of the supplied quantity to NCL will be considered as poor performance/quality on part of the vendor for consideration in future tenders.

(g) In case the items achieve life less than the Guaranteed Life prescribed in the scheduled of requirement & Technical specification but more than the base line prescribed for premature failure, the supplier shall compensate NCL for the short fall on pro-rata basis, such pro-rata calculation shall be done based on the ordered value of the items.

(h) The claim against premature failure/failure before the desired life, as indicated in the NIT shall be lodged by General Manager (Excv) / Staff Officer (Excv) of the concerned project. In case no claim is lodged within 150 days from the date of

premature failure, it will be presumed that there are no premature failures against the order and the vendor will not be liable for claims lodged afterwards. All cases of warranty replacements/rectification will be decided on the basis of joint inspection of User's representative & of Seller's representative. However, in case of any dispute, the decision of N.C.L. Management shall be final.

**PERFORMANCE BANK GUARANTEE:**

The performance guarantee shall be submitted by you for 10% (ten percent) of total order value (Landed on FOR Destination Basis) i.e. Rs. 10,18,444.00 (Rupees Ten Lakh Eighteen Thousand Four Hundred Forty Four Only) to cover both satisfactory performance and warranty. The performance guarantee for 10% (ten percent) of order value is to be submitted in the form of a Bank Guarantee in prescribed format valid for 18 months from the date of receipt and acceptance of the materials at site and the same shall be either released, if no claim is pending or extended thereafter, as deemed fit.

Security Money, if deposited, may be converted in to performance guarantee. In case, Security Money has been submitted in the form of Bank Guarantee, the same may be converted in to performance bank guarantee (PBG) provided the validity is 18 months from the date of installation & commissioning. PBG should not be less than 10% of landed value of order.

The Performance Bank Guarantee shall be issued by a scheduled bank in the specified format and shall be irrevocable and unconditional and NCL shall have the powers to invoke/encash it notwithstanding any dispute or difference between supplier and NCL pending before the court, tribunal, arbitrator or any other authority.

In case of Performance Bank Guarantees, 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 –

<b>SFMS Field No.</b>	<b>Details</b>
7035	IFSC Code: ICICI0003529
7036	ICICI Bank Ltd. – A/c No. 352905000016
7037	NCL540172593

- iii. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889

- 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.”

**TECHNICAL SUPPORT & SERVICE:** In addition to normal after sales service, you will render technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the Spares supplied. Further, you have

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to ensure quarterly visit of your service personnel for smooth functioning of the supplied items.

**INSPECTION:**

Materials under supply shall be of the best quality and workmanship and shall be in accordance with the specification laid down in the supply order. Final inspection will be carried out at the consignee's end.

**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

**LIQUIDATED DAMAGES:** In the event of failure to deliver the stores in case of FOR Destination contract within the stipulated date/period in accordance with the specification mentioned in the supply order and in the event of breach of the terms and conditions mentioned in the supply order, NCL reserve its right:-

- a) To recover from the successful tenderer as agreed liquidated damages a sum not less than 1/2% of the price of any store which the successful tenderer has not been able to supply the aforesaid for each week or part of a week during which the delivery of such stores may be in arrears subject to a ceiling of 10%. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase from elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or other of a similar description without cancelling the supply order in respect of consignment not yet due for supply.
- c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit in full or in part.
- f) Whenever under this contract, a sum of money is recoverable from and payable by the supplier, NCL shall be entitled to recover such sum by appropriating in part or in whole for deducting any sum or at any time thereafter may become due to the supplier in this or any contract. Should this sum be not sufficient to cover the full amount recoverable, the supplier shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**FORCE MAJEURE CONDITIONS:** If the execution of the Contract/supply order is delayed beyond the period stipulated in the supply order, as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be

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justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power Failure / Cuts cannot be taken as Force Majeure Conditions.

The supplier will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay last out of force majeure, NCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

For delay arising out of Force majeure, the supplier will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither NCL nor the supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

**PRICE FALL CLAUSE:**

You shall confirm that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / Systems or Subsystems was supplied by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to NCL, if the contract has already been concluded.

**LOWEST PRICE CERTIFICATE:**

You will certify on the body of the bill that the price (s) charged by you for the items covered in the bill is the lowest and is the same as applicable to other Government Departments/ Undertakings/ Other Organizations.

**AUDITOR'S CERTIFICATE:**

You will furnish a certificate from your Auditor that excise duty has been paid as per prevailing Excise Rules. Refund /credit, if any, obtained of Excise Duty shall be passed on to NCL. The certificate shall be submitted by you along with your bill.

**IDENTIFICATION MARK:**

(a) The manufacturer's distinctive identification mark / symbol as also Serial No. size, type, product designation etc. if any, must be clearly embossed / engraved / punched on each and every item, as far as practicable and wherever possible, at a visible place which is not subjected to normal wear and tear. Apart from this a tag may be attached to each part / item giving identification mark, part no., description, year and month of manufacture etc.

(b) The Spares supplied to NCL should bear NCL identification mark. The word "NCL" must be embossed/ engraved/ punched. For specific item where this is not possible, the marking may be done by metal marker or painting also.



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**FITMENT GUARANTEE CERTIFICATE:**

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

**JURISDICTION OF COURT:**

Any dispute arising out of or in respect of the contract will be subject to the Jurisdiction of Singrauli Court Only.

Apart from the above terms and conditions the supplies will also be governed by the other conditions of NIT and also "General Terms & Conditions of Supply of Stores" issued along with our NIT.

You are requested to kindly acknowledge receipt and acceptance of order within 15 days from the date of issue of order. In case no reply is received, it will be presumed that the order has been accepted by you.

Yours faithfully,

(S. Waris)  
Dy. Manager (MM)

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

**Annexure – I: Integrity Pact**

**Copy to :-**

DT (Op), NCL, Singrauli  
The Chief Vigilance Officer, NCL, Singrauli  
The General Manager (Excv.), NCL, Singrauli.  
The General Manager (Fin), NCL, Singrauli  
The GM / SO(Excv.) / Depot Officer, Jayant / Dudhichua / Amlohri  
The Depot Officer, Central Store, Jayant  
The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

This is issued against Indent No. HPR / 000044 / 16-17 dated 03.02.2017 for procurement of Tip Assy., Pin GET & Coupler for new CAT Make Buckets of 24/96 Dragline and sanction communicated by Manager (Excv), HQ vide ref.no. EX/SGR/353/2017/1821 dated 10.02.2017 & Indent Registration No. 117A1030.

**B.C. No.**

Project	BC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / BC / 2017-18 / HEMM Spares / Centralized / 30	14.11.2017	₹ 1,01,84,438.40

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**F.C. No.**

Project	FC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / FC / 2017-18 / HEMM Spares / Centralized / 20	14.11.2017	₹ 1,01,84,438.40

This issues with the approval of DT (Op), NCL.

Dy. Manager (MM)

GM (MM) / HOD (Pur)