

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरत्न 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: 63721044 / 21606096 / 75,000 Kgs. Crane

Date: 18.09.2017

BY REGD. POST

M/s TIL Limited
1, Taratolla Road,
P.O. Garden Reach,
Kolkata – 700 024,
West Bengal

Vendor Code: T0087

Sub: Supply Order for 01 No. TIL Make, Rough Terrain Hydraulic Mobile Crane, Model RT-880, of capacity not less than 75,000 Kgs. along with accessories, consumable spares & consumables for the warranty period and for 02 years beyond warranty period of the equipment.

- Ref: 1. Tender Enquiry No. NCL / SGR / MMD / Sec.II / 75T Crane / 21606096 / 82, Dated:04.01.2017 opened on 03.03.2017 (Tender ID: 2017_NCL_58132_1)
2. Your Bid ID No. 163484 submitted on 22.02.2017 and subsequent shortfall documents
3. Your letter No. RK / NCL / RT880 / 0707, Dated:11.07.2017
4. Your Letter No. RK / NCL / RT880 / 0707, Dated:28.08.2017

Dear Sirs,

In reference to the above, we are pleased to place on you, an order for supply of **01 No. TIL Make** Rough Terrain Hydraulic Mobile Crane, **Model RT-880**, of capacity **75,000 Kgs.** along with accessories, consumable spares & consumables for the warranty period and for 02 years beyond warranty period of the equipment as per following details:

Sl. No.	Description	Qty Nos./ Sets	Unit Rate (Under NCD) (Rs)	Extended Value (Rs)
01	TIL Make Rough Terrain Mobile Crane, Model RT-880 , having maximum lifting capacity of 75,000 kgs at 3 meters radius (85% Rating)	01	2,81,17,431.00	2,81,17,431.00

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	along with accessories, tools etc. as per details in the Annexures to this Supply Order.			
02	Consumable Spares & Consumables for the Warranty period (Annexure-K)	01 Set	2,91,865.00	2,91,865.00
03	Consumable Spares & Consumables for 2 nd Year of Operation i.e. 1 st Year after Warranty Period (Annexure-K)	01 Set	9,83,236.00	9,83,236.00
04	Consumable Spares & Consumables for 3 rd Year of Operation i.e. 2 nd Year after Warranty Period (Annexure-K)	01 Set	2,24,853.00	2,24,853.00
	Total			2,96,17,385.00

01. Supply Order value (On Ex-works, basis): Rs. 2,96,17,385.00 (Rupees Two Crore Ninety Six Lakh Seventeen Thousand Three Hundred Eighty Five Only)

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

02. BASIS OF PRICE:

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

03. PACKING & FORWARDING CHARGES: Free of Cost

04. FREIGHT CHARGES UPTO DESTINATION:

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. 4,09,400.00 for equipment along with accessories.**

For consumable spares and consumables for the warranty period and for 2 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. 19,700.00 per equipment.**

Insurance charges for consumable spares and consumables for the warranty period of equipment and for 2 years beyond the warranty period of equipment are NIL.

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06. GOODS & SERVICES TAX:

For Equipment and Consumable Spares & Consumables for the warranty period and for 02 Years (24 months) beyond warranty period of the equipment

Payable extra as applicable at the time of supply against documentary evidence. The present rate of ISGT is @ 18%. The firm will provide Tax Invoice (as per GST Act & Rules) for Equipment and Consumable Spares & Consumables for the warranty period of the equipment and Consumable Spares & Consumables for 02 years beyond warranty period of the equipment.

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:

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

07. OTHER CHARGES:

Tax Collected at Source (TCS) @ 1% will be charged on final invoice value. The firm shall issue relevant tax certificate to NCL for TCS amount being charged by them.

08. CONSIGNEE:

The Depot Officer, Northern Coalfields Limited, Regional Stores, Jayant Project, P.O. Jayant Colliery, Dist: Singrauli MP.

09. PAYING AUTHORITY:

(a) For Equipment along with accessories:

General Manager (Finance), 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 for 02 years beyond Warranty Period of the Equipment:

Area Finance Manager, Northern Coalfields Limited, Jayant Project, P.O. Jayant Colliery, Dist: Singrauli (MP)

10. DELIVERY PERIOD:

(A) Equipment along with Accessories and Consumable Spares & Consumables required for the warranty period:

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

The consumable spares and consumables for the warranty period of the equipment shall be delivered in one lot during warranty period except Refrigerant & Coolant. Refrigerant and Coolant shall be delivered in two lots at an interval of not more than 06 months.

(B) For Consumable Spares and Consumables required for two years beyond warranty period of the equipment:

Consumable Spares and Consumables for balance 2 years beyond the warranty period of the equipment shall be delivered in one lot in each year, on per equipment basis i.e. one lot in one year on per equipment basis, except refrigerant and coolant. Refrigerant and coolant shall be delivered in two lots per year wise on per equipment basis at an interval of not more than 06 months i.e. 04 lots in two years.

(C) The delivery period will be counted form the date of issue of supply order. Failure to supply the equipment within the delivery period will attract liquidated damages as pre relevant clause of NIT.

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

11. INSPECTION AND TESTS:

- i. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii. The inspections and tests may be conducted 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.
- 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

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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, consumable spares & consumables to be supplied for Warranty period of the Equipment:

- a) 80% payment shall be released within 21 days after receipt of the equipment along with accessories at the project site and confirmation of the same by the project head and receipt and acceptance of Performance Bank guarantee in terms of the respective clause 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.
- c) For Consumable Spares & Consumables for the warranty period of the equipment, 100% payment shall be made on receipt & acceptance of the same & within 21 days after commissioning of the equipment.

(B) For Consumable Spares and Consumables for 2 years beyond the warranty period of the equipment:

100% payment within 21 days of receipt and acceptance of materials or receipt of bills whichever is later.

(C) Payments shall be made by "Electronic Fund Transfer"

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

BANKER'S NAME & ADDRESS

Bank Of India,
Kolkata Large Corporate Branch,
5, B.T.M. Sarani, Kolkata – 700 001
A/C No. 400030100310030
Type of Account: Cash Credit
IFSC / RTGS Code: BKID0004044

13. 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 GST Invoice
 - f) Auditor's certificate for payment of GST
 - g) Auditor's certificate for payment of Custom Duty.
 - h) Performance Bank guarantee as per payment terms clause.
 - 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 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 CONSUMABLE SPARES AND CONSUMABLES 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) 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.

14. LOWEST PRICE CERTIFICATE:

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

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

15. SPARES & CONSUMABLES:

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

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(B) In case any quantity is required over and above the ordered quantity of enclosed list of consumable spares & consumables for warranty period and 02 years Back up spares / consumable beyond the warranty period of equipment exceeds the ceiling given during initial 3 years after the date of commissioning, the same shall be supplied by you free of cost as and when required. Any shortfall in quantity of above items during the period of **36 months**, if required beyond **6000 working hrs**, shall be supplied by you at extra cost for which separate supply orders shall be placed by the concerned projects. This term shall be regulated as per details in Annexure "A", "B" & "C" to the order.

The Consignee & Chief Engineer (Excv.) of concerned Projects will ensure that the Consumable Spares & Consumable for the warranty period and Consumable Spares & Consumable 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.

16. 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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the any store which successful tenderer 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 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- 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 except in case of force majeure condition.

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- 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. You will 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.

17. Force Majeure Conditions:-

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the NCL may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and its decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

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

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

18. PRICE FALL CLAUSE

You shall undertakes 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.

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

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"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 withholding of the payment of their bills against supply.

19. SECURITY DEPOSIT:

You shall deposit **Rs. 35,79,171.00** as Security Money, in the form of Bank Draft or Bank Guarantee valid for delivery period of the equipment + erection and commissioning period. 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 them.

The Security Money will be released 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 this order. For unsatisfactory performance and/or contractual failure till the erection & commissioning, 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 supply order.

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.

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. Details for Beneficiary Bank under fields of SFMS –

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

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

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iv. If the Bank Guarantee is issued by ICICI Bank branches, the following may please be incorporated:

“We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before at ICICI Bank Ltd., Plot No. 86, Opp. Post Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.”

20. PERFORMANCE BANK GUARANTEE:

10% of the total Equipment value {along with Accessories, Consumable Spares & consumables for the warranty period of the equipment + Consumable Spares & Consumables for 02 Years beyond Warranty Period} on Landed basis inclusive of applicable Taxes & Duties, valid for Erection & Commissioning period + 42 months from the date of commissioning of the equipment.

PBG amount per Crane (INR)	Rs. 35,79,171.00
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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 submission of Bank Guarantee, please note that the Bank Guarantees should be issued through Structured Financial Messaging System and in line with the details provided in Clause No. 19 of this order.

21. 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 **24 months** (Total 36 months), from the date of commissioning. 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, 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 1st 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 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 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.

22. COMPOSITE GUARANTEE/WARRANTY:

You will warrant that the equipment supplied under this contract is:

- (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

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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.

23. 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 as incorporated in the NIT 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

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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 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), NCL, Singrauli in addition to the Manuals as specified in Technical specifications (Annexure-A,B & C).

29. SUBMISSION OF DESPATCH DETAILS:

Contd.....15..

M/s TIL Limited

Supply Order No. 63721044 / 21606096 / 75,000 Kgs. Crane

Date: 18.09.2017

Dispatch Advice-Notification of dispatch should be sent to the Consignee & copy to General Manager (MM), 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.

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 acceptance. We enclose 02 copies of the purchase order, one of which should be returned to us duly stamped and signed by you as a token of acknowledgement and acceptance of this contract.

- (1) Annexure A – Scope of Supply
- (2) Annexure B – General Requirements
- (3) Annexure C – Equipment Specification & Technical Requirement
- (4) Annexure D – Standard Tool Kit
- (5) Annexure E – List of Special Tools
- (6) Annexure F – Certificate regarding supply of extra tools, if required
- (7) Annexure G – First fill of all oils, grease, lubricants and all other consumables
- (8) Annexure H – Geography and Climatic conditions
- (9) Annexure I – List of Major bought out assemblies & sub-assemblies
- (10) Annexure J – Certificate towards major assly. / sub assly.
- (11) Annexure K – List of Consumable Spares & Consumables for the warranty period and Consumable Spares and Consumables for 02 years beyond warranty period of equipment
- (12) Annexure L – Maintenance Schedule
- (13) Annexure M – Quality Assurance Plan
- (14) Annexure N – Major Depot, Warehouse and Service Facility
- (15) Annexure O – Audio / Visual warning alarm systems
- (16) Annexure P – Certificate for providing AV Alarm in line with DGMS Approval
- (17) Annexure Q – Details of Batteries

Contd.....16..

M/s TIL Limited

Supply Order No. 63721044 / 21606096 / 75,000 Kgs. Crane

Date: 18.09.2017

- (18) Annexure R – Certificate for providing test report for materials & chemicals of Fire Extinguisher
- (19) Annexure S – Automatic Fire Detection and Suppression System
- (20) Annexure T – Certificate for providing test report for materials & chemicals of Fire Suppression System
- (21) Annexure U – Details of erection programme
- (22) Annexure V – Technical characteristics and acceptance documents in accordance with ISO 7363
- (23) Annexure W – Lifting capacity range diagrams and tables
- (24) Annexure X – Schematic Diagram of Electrical circuit
- (25) Annexure Y – Technical descriptions of the wire ropes
- (26) Annexure Z – Hydraulic system and components
- (27) Annexure AA – Comprehensive commercial literature
- (28) Annexure AB – Latest Engine performance curves
- (29) Annexure AC – Make / details of gauges & Indicators
- (30) Annexure AD – General Information, Dimension, Weight and Performance Details
- (29) Annexure AE – Integrity Pact signed by you

Yours faithfully,

(Shameel Waris)
Dy. Manager (MM)

(A.K. Singh)
General Manager (MM)

Copy to:

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

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

With a request to arrange for pre-dispatch inspection

Contd.....17..

M/s TIL Limited

Supply Order No. 63721044 / 21606096 / 75,000 Kgs. Crane

Date: 18.09.2017

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

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

M/s TIL Limited
(Material Handling Solutions)
302, Ansal Bhawan, Kasturba Gandhi Marg,
New Delhi: 110 001
Fax No.011-23313263

This issues against following indent:

Sl.	Indent No. & Date	Qty. No.	Project	MC SL.	SOR No. & Date
1	SGR/CP/HEMM/JNT/16-17/824 dated 08.06.2016	01	Jayant	MC-412	2386 / 17-18 dated 08.08.2017

Capital Budget:

NCL / HQ / C&B / Capital / HEMM / 2017-18 / 03 dated 13.09.2017 for Rs.3,40,21,755.65

Revenue Budget:

Sl. No.	Year	Details
1.	2017-18	NCL / HQ / BC / 2017-18 / HEMM Spares / Centralized / 27 dated 13.09.2017 for Rs. 3,44,400.70
2.	2018-19	NCL / HQ / C&B / 2018-19 / Notings / Centralized HEMM Spares / 09 dated 13.09.2017 for Rs. 11,60,218.48
3.	2019-20	NCL / HQ / C&B / 2019-20 / Notings / Centralized HEMM Spares / 07 dated 13.09.2017 for Rs. 2,65,326.54

FC No.: NCL / HQ / FC / 2017-18 / Capital / HEMM / 03 dated 13.09.2017 for Rs. 3,57,91,701.37

This issues with the approval of CMD, NCL.

Dy. Manager (MM)

General Manager (MM)