

सामग्री प्रबंधन विभाग / Materials Management Department



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिन्ना- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266388, (FAX) 266640 email: gmmm.ncl@coalindia.in website : www.nclcil.in

Ref. No: 63717030 /11603020

Dated: 24/08/2017

SUPPLY ORDER

Category of Enterprise Micro/Small General

PCC: By Regd. Post

| | |
|---|------------------------|
| M/s. Truelite Mining Equipment Services and Supply Pvt. Ltd | Ph No. 0120-4221673 |
| A - 53, Sector 58, NOIDA - 201 301 | GSTIN: 09AADCT5326L1Z0 |
| Distt- Gautam Budh Nagar (UP) | VENDOR CODE T0282 |

Sub: Formal Order for supply of Spares for EKG 10 CuM Shovel.

Ref 1. Our Tender No NCL/SGR/MMD/EKG10 Shovel Spares/11603020/19 dtd. 23.07.2016 (Tender ID 2016_NCL_43713_1), opened on 05.08.2016

2. Your Offer submitted VIDE Ref No IZK/TL/44799/0816 dtd 03/08/2016 & subsequent Shortfall/confirmatory document submitted online.

3. Your letter No IZK/TL/44799/PJ1 dtd 12/12/2016

4. letter IZK/TL/44799/PJ2 dtd 09.01.2017

5. IZK/TL/44799/PJ3 dtd 17.03.2017

6. IZK/TL/44799/GST-1 dtd 26.06.2017 &

7. IZK/TL/44799/VE4 dtd 02.08.2017

Dear Sirs,

With reference to the above, we hereby place our formal Order on you for supply of following materials as per Scope of Supply, specifications, prices, terms & conditions detailed below:-

Scope of Supply:

| S. No. | NIT S. No. | Part No. | Description | Qty | Unit Price inclusive of CVD/SAD (Rs) | CVD/SAD included in per Unit Price(Rs.) | Assessable Basic Unit Price for GST (Rs.) | Extended Value (Rs.) |
|--------|------------|-------------|-------------------|-----|--------------------------------------|---|---|----------------------|
| 1 | 1 | 35190502006 | Gear Wheel (F D) | 2 | 1397000.00 | 202493.00 | 1194507.00 | 2389014.00 |
| 2 | 2 | 35190502083 | Prmon Shaft | 2 | 1044000.00 | 154249.00 | 889751.00 | 1779502.00 |
| 3 | 3* | 35190502061 | Drive Sprocket | 2 | 1061000.00 | 156875.00 | 904125.00 | 1808250.00 |
| 4 | 4* | 35190502062 | Drive Shaft | 2 | 766000.00 | 113554.00 | 652446.00 | 1304892.00 |
| 5 | 6 | TK1145T2 | Ring Collector | 1 | 3382000.00 | 502000.00 | 2880000.00 | 2880000.00 |
| 6 | 9 | 35363800001 | Crowd Half Sheave | 1 | 730208.95 | 114604.00 | 615604.95 | 615604.95 |
| 7 | 11 | 35361900030 | Carrier Assy | 1 | 1163000.00 | 173613.00 | 989387.00 | 989387.00 |
| 8 | 12 | 35361900050 | Carrier Assy | 1 | 2914000.00 | 434524.00 | 2479476.00 | 2479476.00 |

Assessable Basic Order Value for applicability of GST (Rs.)

14246125.95**Make: IZ-KARTEX named after P G Korobkov Ltd*****N.B: item No. 3 & 4 must be supplied in assembled form (Press fitted)**



Basic Order Value: 1,42,46,125.95 (Rupees One Crore Forty Two Lakhs Forty Six Thousand One Hundred Twenty Five and paise Ninety Five Only)

TERMS & CONDITIONS:

1. **Basis of Price:** The above prices are inclusive of Packing, Forwarding, Freight and Transit Risk Insurance charges etc on FOR Destination basis & will remain firm till completion of supplies
2. **GST:** Shall be paid extra at the legally applicable rate at the time of supply against documentary evidence (GST complied Bills indicating their in HSN Code of items) for which Input Tax Credit shall be availed by NCL. Present rate has been considered @ 18%
You shall pass on the benefit on account of Input Tax Credit/Cenvat Credit, if any and shall submit certificate from practicing Chartered Accountant having valid Membership Number and certificate of Practice that you have passed/will pass the benefit, if any arise in your input tax credit due to implementation of GST as per provision of Anti profiteering clause of section 171 of CGST Act, 2017

If there be any statutory increase in the rates of Taxes & Duties during the extended Delivery period (beyond stipulated Delivery period), NCL shall not pay the increase in the Taxes & Duties and shall be borne by you and in case there is any decrease, the same shall be passed on to NCL.

3. **SECURITY DEPOSIT** Exempted being authorised dealer of OEM, M/s. IZ KARTEX named after P.G. Korobkov Ltd, Russia
4. **DELIVERY PERIOD:** Within 6(Six) months from the date of receipt of order. No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e NCL. Date of receipt of stores at consignee's premises will be taken as date of delivery
5. **CONSIGNEE:** The Depot Officer, Regional Stores, NCL Bina Project, Post- Bina Colliery, Distt- Sonebhadra (Uttar Pradesh)
6. **TERMS OF PAYMENTS:** 100% within 21 days from the date of receipt and acceptance of materials at Consignee's end or submission bills complete in all respect (GST complied Bills indicating their in HSN Code of items), whichever is later through e-payment. You are requested to indicate EFT No. and other relevant details in your bill(s)
7. **PAYING AUTHORITY** Area Finance Manager, NCL Bina Project, Post- Bina Colliery, Distt- Sonebhadra (Uttar Pradesh).
8. **BANKER'S NAME & ACCOUNT No.:** CITI BANK NA Noida, Distt. Gautambuddh Nagar, UP, Current A/c No - 0001574288, IFSC Code CITI0000017
9. **GUARANTEE/WARRANTY:** You shall give a guarantee/warranty for satisfactory performance of the materials supplied by you for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials at consignee's end whichever is earlier. If any defect is found/occurs due to faulty materials, design or workmanship, you shall remedy such defect at your own cost. If it becomes necessary for you to replace or to renew any defective part(s), such replacement or renewal shall be made by you 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis



If it becomes so necessary for you to replace or to renew any defective part, warranty replacement should be completed within reasonable period, maximum within one month from the date of claim based on joint inspection for indigenous goods and within three months from the date of claim for imported goods free of cost up to consignee's end

All cases of warranty replacements to be decided on the basis of joint inspection of failed items held between user's representative & of supplier's representative

10. SUBMISSION OF BILLS:

A. Following documents may be submitted to the Consignee:

- i) Consignment Note.
- ii) Delivery Challan in original.
- iii) One copy of the Bill
- iv) Guaranty/ Warranty Certificate
- v) Price Fall Clause certificate
- vi) Any other documents specified in the Order

B. Following documents should be submitted to the Paying Authority:

- i) 100% bill in triplicate duly pre-receipted and stamped
- ii) Certificate for Price Fall Clause
- iii) Copy of the Consignment Note/Warranty /Guarantee Certificate
- iv) Anyother documents/certificates specified in the Order

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

12. MODE OF DESPATCH: By road transport only on Door Delivery basis at your risk. Safe arrival of material at Consignee's end will be the responsibility of the supplier.

13. INSPECTION

- (i) Material under supply shall be of best quality and workmanship and shall be in accordance with the specification laid down in the Supply Order
- (ii) Final Inspection will be carried out by the authorized representative of GM(Excv), NCL after receipt of materials at Consignee's end and the same shall be final. The stores found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement

14. LOWEST PRICE CERTIFICATE: You shall furnish the following certificate to the consignee/ paying authority along with the bill

"We certify that the prices charged by us against this supply order are lowest and are same as applicable to other Government Departments/Undertakings/ Other Organisations and are not higher than rates quoted / prices charged by us for the same / similar items to other Customers "

15. 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

16. LIQUIDATED DAMAGE:

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with 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, NCL should have the right -

- a) To recover from you as agreed liquidated damages, a sum not less than 0.5 % (half percent) of the price of any stores which you have not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials management Division of NCL.
- b) or, To purchase elsewhere, after due notice to you on the account and at the risk of the defaulting supplier the stores not supplied or others of a 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 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) 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 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 cover the full amount recoverable, you shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

17. PRICE FALL CLAUSE:

You shall undertake that you have not supplied / are not supplying similar product/systems or subsystems at a price lower than that offered in the present contract 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 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 the NCL.

18. SUBMISSION OF IMPORT DOCUMENTS: You will submit the following Import Documents along with the supply -

- (a) Self attested copy with original Principal's Invoice / packing list.
- (b) Self attested copy of Bill of Lading / Airway Bill
- (c) Self attested copy with original Bill of Entry
- (d) As per contractual requirement (if any) warranty / guarantee certificate.
- (e) Certificate of Origin

You shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance by NCL.

The Original Documents under (a) and (c) will be returned after verification with attested photocopy and making suitable endorsements on Originals relating to transaction made

19. 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.

20. FITMENT GUARANTEE:

You will certify that items supplied are Exact Replacement / fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for on one-to-one basis against replacement of the respective items without any modifications to the existing system of equipment and conform to performance guarantee as per OEM standards.

21. COUNTRY OF ORIGIN OF SPARES- The Russian Federation

22. TECHNICAL SUPPORT & SERVICES: In addition to normal after sales service you have to render technical support & services to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares. Further you have to ensure quarterly visit of your service personnel for smooth functioning of the supplied items.


23. JURISDICTION OF COURT: All disputes are subject to jurisdiction of "Singrauli court" only.

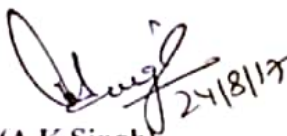
This order will also be governed by the "General Terms & Conditions of supply of Stores" enclosed with our NIT and all the terms & conditions of NIT as well as provisions of CIL Purchase Manual will be applicable unless otherwise specified in this order.

Two copies of this Supply Order are enclosed herewith and you are requested to submit your acceptance putting your seal & signature on one copy of Supply Order within 10 days. In case same is not received within this period, it will be presumed that you have accepted the same without any precondition.

Yours faithfully,

For & On Behalf of Northern Coalfields Limited


(R. K. Raja)
Dy. Manager (MM)


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

Copy to :-

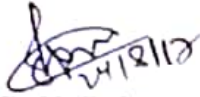
- The Chief Vigilance Officer, NCL, Singrauli
- Dir(T)/OP, NCL
- The General Manager(Execv), NCL, Singrauli
- The General Manager(Finance), NCL, Singrauli
- GM/SO(Execv) BinaProject.,NCL

- AFM, Bina Project.,NCL- **To avail Input Tax Credit**
- The Depot Officer, Regional Stores, NCL, Bina Project
- The General Manager(MM), CCL/BCCL/ ECL/SECL/ WCL/ MCL/CIL

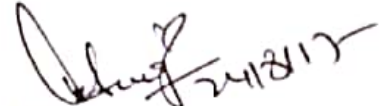
- **M/s. IZ KARTEX named after P.G. Korobkov Ltd.** Izhorskiy Zavod, Kolpino St. Petersburg 196650 Russia *(This refers to their authorization letter dt.03.08.2016 against subject tender.)* --- BY AIR MAIL

This is issued against Indent No BPR/000291/15-16 dtd 16/05/15 of Bina Project, Sanction letter No EX/SGR/353/2015/2918 dtd 06 08 15 conveyed by SE (Execv) SPCM/NCL HQ & Registration No 11603020 dated 06 05 2016

Purchase proposal has been concurred by AF to Dir(T)/OP and approved by Dir(T)/OP Budget is certified vide BC No NCL/HQ/BC/2017-18/HEMM Spares/Centralised/24 dtd 16 08 2017 and FC No NCL/HQ/FC/2017-18/HEMM Spares/Centralised/15 dtd 16 08 2017 for Rs 1,68,10,428.62 of NCL (HQ)



(R. K. Raja)
Dy. Manager (MM)



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