

	<p>(UNDER JURISDICTION OF SINGRAULI COURT ONLY)  <b>NORTHERN COALFIELDS LIMITED</b>                  (A Mini Ratna Company)  <b>(A Subsidiary of Coal India Limited/                  A Government of India Undertaking)</b>                  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: 63617125/115A1154

Dated: - 23.01.2017

<b>M/s SRB INTERNATIONAL Pvt. Ltd.</b>	<b>Tel : +91 11 46547172</b>
<b>B-25, 2<sup>nd</sup> Floor, Lajpat Nagar-II,</b>	PCC: By Regd.Post
<b>New Delhi 110024</b>	<b>Vendor Code : S1466</b>

**Sub:** Our Global Tender Enquiry No. NCL/SGR/MMD/SKA/Global/115A1154/140 dtd 23.02.2015 Techno-Commercial Bid opened on 15.04.2015 and Price Bid opened on 04.03.2016 for Procurement of Spares for 10/70 Dragline (Tender ID: 2015\_NCL\_8317\_1)

**Ref:** Your Offer No. SRBPL/CO/15-16/01 dtd 08.04.2015 & your subsequent correspondences thereof vide Letter Nos. SRBPL/NCL/16-17/06 dtd. 01.06.2016, SRBPL/NCL/16-17/07 dtd. 24.06.2016, SRB/16-17/51 dtd 23.01.2017.

Dear Sirs,

With reference to the above, we hereby place our formal Supply Order on you for supply of Spares for 10/70 Dragline as per the Scope of Supply, Description of items, Part No., Prices and terms & conditions mentioned hereunder and also unless otherwise specified as per “General terms & Conditions for supply of Stores” enclosed with the NIT.

**SCOPE OF SUPPLY:**

Sl. No.	Item Description	Part No./Alt Pt. No.	Material Code	Qty.	Unit Basic Price (₹)	Extended Value (₹)
1	PINION SHAFT	2131274 / 2-131274	11302010061	1	553653.30	553653.30
2	AMPLIFIER(INT.)	BD51113T3 / БД.511.13	11302991202	2	464014.20	928028.40
<b>TOTAL BASIC VALUE (₹)</b>						<b>1481681.70</b>

**MAKE:** “NKMZ”

**TOTAL BASIC VALUE:** Rs. 14,81,681.70 (Rupees Fourteen Lakh Eighty One Thousand Six Hundred Eighty One and Paise Seventy only).

## **TERMS & CONDITIONS:**

1. **BASIS OF PRICE:** The above prices are on FOR Destination for which Packing, Forwarding charges, Freight & Transit Risk Insurance charges shall be paid extra as indicated below in the subsequent clauses for delivery of materials to the consignee. Prices will remain firm till execution of Supply Order. Safe arrival of materials up to destination will be your responsibility.
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%.

**For availing CENVAT Credit by NCL, you shall submit copy of CENVATABLE Invoice as per rule 11 of CENTRAL EXCISE Rule 2002 at the time of supply of material along with the final bill(s) indicating therein Northern Coalfields Limited's ECC No, Range, Division and Commissionerate along with other details as detailed below:**

<b>Clean Energy Cess Regn. No./ Excise Regn.</b>	<b>Range</b>	<b>Division</b>	<b>Commissionerate</b>
<b>AABCN4884HEM011</b>	<b>Waidhan</b>	<b>Satna</b>	<b>Bhopal</b>

**You have to submit your Auditor's certificate along with the bill certifying that M/s SRB International Pvt. Ltd. have paid Custom Duty for all the Imported Items as per the prevailing Custom Rates and refund / credit if any, obtained against Custom Duty, CVD, SAD and Excise Duty etc. shall be passed on to Northern Coalfields Ltd.**

3. **SALES TAX:** Concessional Central Sales Tax will be payable extra at actuals as legally applicable at the time of supply which is presently applicable @ 2% against Form C. For availing concessional rate of Sales Tax, requisite Sales Tax Declaration Form will be furnished by the Consignee.
4. **PACKING & FORWARDING** – @ 0.50% of Basic Price shall be paid extra.
5. **TRANSIT RISK INSURANCE:** @ 0.22% of Basic Price shall be paid extra.
6. **FREIGHT CHARGES:** @ 2% of Basic Price shall be paid extra.

**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. **INSPECTION:** Final Inspection of materials will be carried out at the consignee's end by authorized representative of GM (Excv)/ NCL after receipt of materials at consignee's end.
8. **DELIVERY PERIOD:** Within 6 (Six) months from the date of supply order. However, early delivery will be preferred. No materials should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the MM Department of NCL.

9. **CONSIGNEE:** The Depot Officer, Regional Stores, Bina Project, Northern Coalfields Limited, P.O. - Bina Colliery, Dist: Sonebhadra (U.P) 231220.

10. **PAYING AUTHORITY:** **The Area Finance Manager**, Bina Project, Northern Coalfields Limited, P.O. - Bina Colliery, Dist: Sonebhadra (U.P) 231220.

11. **TERMS OF PAYMENTS:** 100% payment including all taxes and duties shall be made by the paying authority within 21 days from the date of receipt and acceptance of materials at Consignee's end or submission of Bill(s) complete in all respect, whichever is later. The payment will be made by "Electronic Fund Transfer" (EFT) or e-payment.

12. **YOUR BANK A/C No.:** Punjab National Bank, MCC Complex, Defence Colony, New Delhi, 110024, Current A/c. No. 3978002100011400, IFSC No. PUNB0397800.

13. **IMPORT DOCUMENTS:** You are required to submit the following import documents with each supply for acceptance of supplies, to NCL:

- (i) Self attested copy with original Principal's Invoice / packing list.
- (ii) Self attested copy of Bill of Lading / Airway Bill.
- (iii) Self attested copy with original Bill of Entry.
- (iv) As per contractual requirement (if any) warranty / guarantee certificate.
- (v) Certificate of Origin

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

The original documents under (i) and (iii) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

14. **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) Manufacturer's Test Certificate/ Test Cum Inspection certificate/ Price Fall Clause certificate
- vi) All 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/ Test cum inspection certificate.
- iv) All other documents specified in the Order.

15. **PACKING:** Packing of all the materials shall conform to the requirements of the Carriers.

16. **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.

**17. LOWEST PRICE CERTIFICATE:** You shall submit a certificate certifying that the prices charged by you against this Supply Order are the lowest and are same as applicable to other Government Departments/ Undertakings/ Other Organizations.

You shall also certify that the prices charged are not higher than rates quoted / prices charged by you for same / similar items to other Customers.

**18. 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.

**19. LIQUIDATED DAMAGE:** In the event of failure to deliver 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 the successful tenderer as agreed liquidated damages a sum not less than 0.5% of the price of any store which the 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 a ceiling of 10%. Where felt necessary, the limit of 10% can be increased to 15% at the sole discretion of GM (MM)/ NCL.

OR

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.

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 the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**20. PRICE FALL CLAUSE:** If, at any point of time during the period of execution of supply of this contract, you supply equipment /store 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.

- 21. GUARANTEE/WARRANTY:** The OEM i.e. M/s NKMZ PJSC, Ukraine and their authorized distributor M/s SRB International Pvt. Ltd., New Delhi shall jointly and severally give guarantee / warranty for satisfactory performance of the supplied materials for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials, whichever is earlier.

The OEM i.e. M/s NKMZ PJSC, Ukraine and their authorized distributor M/s SRB International Pvt. Ltd., New Delhi shall jointly and severally be responsible for any defect that may develop, under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship (excluding normal wear & tear) and shall remedy such defects at your own cost when called upon to do so. If it becomes necessary for you to replace or renew any defective part, 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 free of cost.

Warranty replacement should be completed within a reasonable period maximum within three months from the date of claim free of cost up to ultimate Consignee's end. All cases of warranty replacements to be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

- 22. FITMENT GUARANTEE:** The OEM i.e. M/s NKMZ PJSC, Ukraine & their authorized distributor M/s SRB International Pvt. Ltd., New Delhi shall jointly & severally certify that their products are exact replacement of/fully interchangeable to the original parts and will fit and function in the equipment for which these are intended for without any modification and conform to performance guarantee as per OEM standards.

- 23. TECHNICAL SUPPORT & SERVICE:** In addition to normal after sales service, M/s SRB International Pvt. Ltd., New Delhi shall render technical support and services on behalf of their Principal M/s NKMZ PJSC, Ukraine to ensure fitment, proper usage, maintenance and satisfactory performance of supplied spares. Further the OEM M/s NKMZ PJSC, Ukraine & their authorized distributor M/s SRB International Pvt. Ltd., New Delhi shall have to jointly & severally ensure quarterly visit of their service personnel for smooth functioning of the supplied items.

- 24. MANUFACTURER'S IDENTIFICATION MARKS / SYMBOL:** The manufacturer's distinctive identification mark / symbol as also Part No./ 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. However, for high precision items where embossing/engraving/punching is not possible, shall be packed separately & packing cover/box/case shall be tagged with the Identification Mark or Identification Mark be put by Metal Marker.

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

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

You are requested to kindly acknowledge receipt and acceptance of this Supply order within 10 (Ten) days from the date of its issue. In case no reply is received, it will be presumed that the Supply 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)

**Copy to:-**

The Chief Vigilance Officer, NCL, Singrauli.  
The Director Technical (Operation), NCL, Singrauli  
The General Manager(Excv), NCL, Singrauli  
The General Manager(Finance), NCL, Singrauli  
The General Manager / Area Finance Manager/ SO (Excv), Bina Project  
The Depot Officer, Regional Stores, Bina  
The Progress Cell, NCL, MM Dept., Singrauli.  
The General Manager (MM), CIL/BCCL/ ECL/ SECL/ WCL/ MCL/CCL/NEC.  
M/s NKMZ International Projects Ltd. / This refers to their letter Nos.  
7<sup>th</sup> Floor, 52/54 Gracechurch Street London, / i) 22/KRM-14 dtd. 01.01.2014  
United Kingdom EC3VOEH / ii) N145/KRM-15 dtd 30.03.2015  
/ iii) N340/KRM-15 dtd 23.07.2015

M/s NKMZ PJSC, / This refers to their letter No.  
Ordzhonikidze 5, Kramatorsk, i) 350/1445 dtd 22.07.2015  
Donetsk region, 84305- Ukraine

This is issued against Indent No. BPR/001105/14-15 dt. 19.10.2014 of Bina Project and Sanction Order communicated by GM (Excv) vide no. EX/SGR/353/2014/1696 dtd.19.12.2014, Registration No.115A1154 dtd. 23.02.2015 and Budget of Rs.21,65,565.49 (Rupees Twenty One Lakh Sixty Five Thousand Five Hundred Sixty Five & Paise Forty Nine only) certified by GM(F) C&B vide BC. No. NCL/HQ/BC/2016-17/HEMM Spares/Centralised/30 dtd. 09.09.2016 & Financial Concurrence No. NCL/HQ/FC/2016-17/HEMM Spares/Centralised /25 dtd.09.09.2016.

This supply Order is issued with the approval of Dir.(Tech.)/Op, NCL.

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

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