



Ref: 63621046 / 21507125 / 90,000 Kgs Crane

Date: 28.07.2016

SUPPLY ORDER

M/s Manitowoc Crane Group Asia Pte Ltd.,
13, Pioneer Sector 1,
Singapore - 628424

BY AIR MAIL

Vendor Code: M0834

Sub: Supply Order for procurement of procurement of 01 No. of Rough Terrain Hydraulic Mobile Crane of capacity not less than 90000 kgs along with Accessories, Consumable Spares and Consumables for warranty period and thereafter Spares and Consumables (fast moving spares and slow moving spare parts) for a period of 24 months beyond warranty period of the equipment.

- Ref: (1) Tender Enquiry No. NCL / SGR / MMD / Sec. II / 90T Crane / 21507125 / 110 dated 17.11.2015, Cover I opened on 13.01.2016 (Tender ID: 2015_NCL_26493_1)
- (2) Bid ID 78101 submitted on 02.01.2016 by M/s TIL Limited, your authorized distributor
- (3) Letter dated 11.05.2016 of M/s TIL Limited, your authorized distributor
- (4) Letter No. RK/NCL/90T/0519 dated 19.05.2016 of M/s TIL Limited, your authorized distributor
- (5) Letter No. RK/NCL/90T/0606 dated 06.06.2016 of M/s TIL Limited, your authorized distributor
- (6) Letter No. RK/NCL/90T/1907 dated 19.07.2016 of M/s TIL Limited, your authorized distributor

Dear Sirs,

In reference to the above, we are pleased to place on you, an order for supply of 01 No. **Grove Make (A Manitowoc Group of Company) / Model RT9130E-2 Rough Terrain Hydraulic Mobile Crane fitted with five-section fully powered telescopic boom extending from 12.8M to 48.8M with fully retracted boom length of 12.8M & working radius of 3M with lifting capacity of 120MT at 3M radius on outrigger, 360 degree slew (85% rating), powered by Cummins Engine, Model: QSC 8.3L having ISO net power 186 kW @ 2200 rpm and is fitted with Dana make R36000 series model full power-shift transmission having 6 forward and 3 reverse speeds along with Accessories, Consumable Spares and Consumables for warranty period and thereafter Spares and**

Consumables (fast moving spares and slow moving spare parts) for a period of 24 months beyond warranty period of the equipment, as per following details:

01. BASIC SUPPLY ORDER VALUE FOR EQUIPMENT, SPECIAL TOOLS AND SPARES & CONSUMABLES IN USD

Sl. No.	Description	Qty Nos./ sets	FOB Price (USD)	Extended Value (USD)
01	Grove Make (A Manitowoc Group of Company) / Model RT9130E-2 Rough Terrain Hydraulic Mobile Crane fitted with five-section fully powered telescopic boom extending from 12.8M to 48.8M with fully retracted boom length of 12.8M & working radius of 3M with lifting capacity of 120MT at 3M radius on outrigger, 360 degree slew (85% rating), powered by Cummins Engine, Model: QSC 8.3L having ISO net power 186 kW @ 2200 rpm and is fitted with Dana make R36000 series model full power-shift transmission having 6 forward and 3 reverse speeds Detailed technical specification are given in Annexure – A, B & C	01 No.	9,52,000.00	9,52,000.00
02	Consumable Spares & Consumables for warranty period of the equipment (List of Items as per Annexure – F)	01 Set	3,683.94	3,683.94
03	Back Up Spares & Consumable Spares for 02 years beyond warranty period of the equipment, Fast Moving Spare Parts (List of Items as per Annexure – F)	01 Set	33,477.64	33,477.64
04	Back Up Spares & Consumable Spares for 02 years beyond warranty period of the equipment, Slow Moving Spare Parts (List of Items as per Annexure – F)	01 Set	4,997.95	4,997.95
	Total FOB Value for 01 no. Equipment along with accessories, Special Tools and Spares & Consumables for 03 years			9,94,159.53
	US Dollar Nine Lakh Ninety Four Thousand One Hundred Fifty Nine and Cents Fifty Three Only			

02. BASIS OF PRICE:

For Equipment along with accessories, Special Tools and Spares & Consumables for 03 years: On FOB basis, any port in US.

The prices mentioned above will remain firm till completion of supplies.

Port Clearance & Forwarding Charges, in case C&F Dept., CIL is not in a position to take up this job and Inland Freight upto destination shall be payable in INR to M/s TIL as detailed in respective clauses. However, Customs Duties, as applicable shall be paid by C&F Dept., CIL directly to the concerned authorities.

03. PACKING & FORWARDING CHARGES: NIL

04. MARINE FREIGHT CHARGES:

Sl. No.	Head	Port of Delivery	Marine Freight Charges (in USD)
1.	Equipment along with accessories	Mumbai Port	35,000.00
2.	Consumable Spares & Consumables for warranty period of the equipment	Mumbai Port	0.00
3.	Back Up Spares & Consumable Spares for 02 years beyond warranty period of the equipment, Fast Moving Spare Parts	JNPT, Mumbai	3,272.73
4.	Back Up Spares & Consumable Spares for 02 years beyond warranty period of the equipment, Slow Moving Spare Parts	JNPT, Mumbai	1,227.27

This contract is being issued on F.O.B. basis. The shipment shall be arranged through Shipping Corporation of India (SCI). Hence, you shall give 06 weeks advance notice to Shipping Corporation of India (SCI). The shipment shall be coordinated by HOD / C&F, CIL Kolkata.

In case shipment cannot be arranged by Shipping Corporation of India (SCI) within the above mentioned freight rate, NCL shall convert the contract from FOB to C&F basis and you shall arrange the shipment as per C&F price and delivery quoted by you.

In the later case, you shall be paid Marine Freight at actual subjected to maximum of above mentioned rates for the equipment along with accessories, tools etc. as per Port of Delivery specified above.

05. INSURANCE CHARGES: Insurance for Equipment along with accessories, tools etc. and consumable spares & consumables will be arranged by the Port Consignee against Open Insurance Policy of CIL.

06. PORT CLEARANCE & FORWARDING CHARGES: Port clearance & forwarding shall be done by C&F Dept., CIL. However, in case C&F Dept., CIL is not in a position to take up this job then the same shall be done by M/s TIL Limited and Port Clearance and Forwarding Charges shall be payable extra to M/s TIL Limited against documentary evidence, subject to maximum of 2% of the FOB Value. Payment shall be made in INR and Exchange Rate shall be considered as on date of Bill of Lading.

07. INLAND FREIGHT CHARGES (from Mumbai Port / JNPT Port, Mumbai to destination): Inland transportation from Mumbai Port to consignee end shall be arranged by M/s TIL Limited. Inland freight charges shall be payable extra to M/s TIL Limited against documentary evidence, subject to maximum of 3% of the FOB Value. Inland Transportation shall be done through registered common carriers only. Payment shall be made in INR and Exchange Rate shall be considered as on date of Bill of Lading.

08. CUSTOMS DUTY: Payment of Custom Duty shall be made directly to Customs by Clearing & Forwarding Dept., Coal India Limited.

09. ENTRY TAX:

Shall be paid directly by NCL to the Govt. authority as applicable at the time of supply. Present rate is 1% for consignee located in MP.

10. ULTIMATE CONSIGNEE:

Sl. No.	CONSIGNEE	Item Sl. No. 1 (in Nos.)	Item Sl. No. 2 (in Sets)	Item Sl. No. 3 (in Sets)	Item Sl. No. 4 (in Sets)
1	The Depot Officer, Northern Coalfields Limited, Regional Stores, Amlohri Project, P.O. Amlohri Colliery, Distt. Singrauli (MP)	01	01	01	01

11. DELIVERY:

(A) Equipment and consumable spares and consumables for the warranty period of the equipment:

Within 13 months from the date of opening of LC.

Refrigerant & Coolant for warranty period of the equipment shall be supplied by M/s TIL Limited, your authorized distributor in India, on Free of Cost basis in two lots at an interval of not more than 06 months. Supply should be made in order to match the supply of equipment.

The delivery period will be counted from the date of opening of Letter of Credit. Failure to supply the equipment within the delivery period will attract liquidated damages as per relevant clause of NIT.

(B) Back Up Spares and Consumables (fast moving spares and slow moving spare parts) for 02 years beyond warranty period of the equipment:

The delivery of the Consumable Spares and Consumables (Fast Moving Spares) for 02 years beyond warranty period of the equipment shall be made at the beginning of each year in one lot, i.e. total 02 lots in 02 years.

The delivery of the Consumable Spares and Consumables (Slow Moving Spares) for 02 years beyond warranty period of the equipment shall be delivered after the warranty period, in the form of a module.

Refrigerant & Coolant for 02 years beyond warranty period of the equipment shall be supplied by M/s TIL Limited, your authorized distributor in India, on Free of Cost basis in two lots per year wise at an interval of not more than 06 months i.e. 04 lots in two years.

12. TERMS OF PAYMENT:

(A) For Payment of equipment:

- i. An unconfirmed, irrevocable letter of credit will be established for net FOB value on submission of Security Deposit as per relevant clause of Supply Order.
- ii. 80% payment of the net FOB value shall be made after receipt of the consignment at NCL site, as agreed by the firm and submission of Performance Bank Guarantee as per relevant Clause.
- iii. Payment for balance 20% of Net FOB value shall be made through same Letter of Credit 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 and receipt and acceptance of consumables for the warranty period of the equipment.

(B). For Consumable Spares & Consumables for Warranty period of the Equipment:

Payment of 100% of the net FOB value shall be made through a divisible, irrevocable, unconfirmed Letter of Credit after receipt of the consignment at NCL site and submission of Performance Bank Guarantee for the equipment as per relevant clause.

(C). For Back-up Spares and Consumables(fast moving spares and slow moving spare parts) for 2 years beyond the warranty period of the equipment:

Payment of 100% of the net FOB value shall be made through a separate Letter of Credit against dispatch documents as per relevant Clause. Letter of Credit shall be opened after receipt of intimation regarding readiness of the materials.

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by NCL and all charges in the seller's country shall be borne by the beneficiary.

The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by the bidder.

L/C shall be opened only after receipt of Security Deposit.

Your Bank A/C details are as below as per your offer;

Beneficiary Name:	M/s Manitowoc Crane Group Asia Pte Ltd
Account No.	260824222178
Name of Bank:	The Hongkong Shanghai Banking Corporation Limited

Address:	Main Branch, Global Trade and Receivable Finance, Middle Office, 20 Pasir Panjang Road (East Lobby), # 11-21, Maple Tree, Business City, Singapore
Swift:	HSBCSGSG

(D). Payment towards Port Clearance & Forwarding Charges and Inland Freight up to destination:

100% Payment towards Port Clearance & Forwarding Charges and Inland Freight up to destination shall be paid on receipt & acceptance of the bill & within 21 days to M/s TIL Limited.

The Bank A/C details of M/s TIL Limited are as below;

Beneficiary Name:	M/s TIL Limited
CC Account No.	503405010030001
Name of Bank:	Union Bank of India
Address:	Industrial Finance Branch, 1/1 Camac Street, Kolkata – 700 016
IFSC Code:	UBIN0550345

13. SUBMISSION OF BILLS:

(A) For Equipment with Accessories and Consumable Spares & Consumables for Warranty Period:

100% FOB Value (80% + 20%) of the Equipment and 100% FOB Value of Consumable Spares & Consumables for Warranty Period, will be paid in the currency mentioned in this order (USD), by means of a Letter of Credit as mentioned above which will be opened in your favour with your authorized banker through State Bank of India against presentation of the following documents, each in three copies:

For initial payment of 80% of FOB Value for Equipment and 100% FOB Value of Consumable Spares & Consumables for Warranty Period:

- i. Invoice.
- ii. Full set of House/FIATA Bill of Lading with Shipping Specification or Forwarder's Cargo Receipt (FCR)
- iii. Guarantee/Warranty Certificate as mentioned in this supply order at Clause No. 31.
- iv. Packing List.
- v. Certificate of Country of Origin.
- vi. Certificate regarding Agency Commission as per Clause No. 17.
- vii. Price Certificate as per Clause No. 29
- viii. Manufacturer's Test Certificate as per clause No. 39
- ix. You will also furnish the following certificate to the paying authority before opening of Letter of Credit: "The related transaction as well as beneficiary & remitter are in no way related to sanctioned countries, i.e. Cuba, Syria, North Korea, Sudan, Iran and Myanmar."

- x. Submission of consignment note along with challan of the consignment duly received by the consignee, with certificate from the supplier that all consignments of complete equipment have been delivered.
- xi. Details regarding submission of Performance Bank Guarantee as per relevant clause of Supply Order.
- xii. Any other documents specified in the supply order.

The documents mentioned above from (i) to (xii) should be presented to our Banker before collection of payment by you.

For Balance 20% payment of FOB:

You will have to submit the following documents to the paying authority:

- i. Erection & Commissioning Certificate issued by the Project Head as detailed before.
- ii. Receipt & Acceptance Certificate regarding consumable spares & consumables for the warranty period.

(B) For Consumable Spares & Consumables for 02 Years beyond Warranty Period of the Equipment:

100% of FOB value will be paid in the currency mentioned in this order by means of a unconfirmed & Irrevocable Letter of Credit, which will be opened in your favour with your Banker, through our Banker State Bank of India against presentation of following documents, each in three copies :-

- i. Invoice.
- ii. Full set of House/FIATA Bill of Lading with Shipping Specification or Forwarder's Cargo Receipt (FCR)
- iii. Guarantee/Warranty Certificate as mentioned in this supply order at Clause No. 31.
- iv. Packing List.
- v. Certificate of Country of Origin.
- vi. Certificate regarding Agency Commission as per Clause No. 17.
- vii. Price Certificate as per Clause No. 29
- viii. Manufacturer's Test Certificate as per clause No. 39
- ix. You will also furnish the following certificate to the paying authority before opening of Letter of Credit: "The related transaction as well as beneficiary & remitter are in no way related to sanctioned countries, i.e. Cuba, Syria, North Korea, Sudan, Iran and Myanmar."
- x. Any other documents specified in the supply order.

The documents mentioned above from (i) to (x) should be presented to our Banker before collection of payment by you.

All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by NCL and all bank charges in the seller's country shall be borne by the beneficiary.

Our bank, State Bank of India, will credit the amount of the bill to your account with designated bank, as per your advice after receipt of credit complied, original documents at our banker's end.

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. PRICE VARIATION:

For Equipment along with accessories, special tools, Consumable Spares & Consumables for Warranty period of the Equipment and Spares & Consumables for 02 years beyond the warranty period of the equipment, no price variation shall be allowed during the pendency of the contract, except for the variation in the prices on account of statutory taxes and duties within the contractual delivery period.

15. SECURITY DEPOSIT:

You will be required to deposit as Security Money equivalent to 10% of the total value of the Contract, on landed basis including the applicable taxes and duties {Equipment along with Accessories, Consumable Spares & Consumables for the warranty period of the equipment + Spares & Consumables for 24 months beyond Warranty Period}, 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 you.

The Security Deposit shall be treated as performance coverage of the contract. The Security Money (treated as performance coverage of the contract) will be released within 30 (Thirty days) 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 the NIT. For unsatisfactory performance and/or contractual failure till the erection & commissioning, the security money shall be forfeited.

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.

Security Deposit Amount shall be **INR 91,60,218/-**

16. PERFORMANCE BANK GUARANTEE:

10% of the total Equipment value {along with Accessories, Consumable Spares & Consumables for the warranty period of the equipment + Spares & Consumables (Fast Moving Spares & Slow Moving Spare Parts) for a period of 24 Months 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 (The calculation for arriving at Landed Price are shall be as per clause: evaluation of the tender).

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. Indicated below are the details of PBG:

PBG amount, per equipment, for M.P. Project (INR): **Rs. 91,60,218/-**

17. AGENCY COMMISSION CERTIFICATE: You will furnish the following certificate along-with the bills:

“NO COMMISSION, REBATE, DISCOUNT, MARGIN OR ENGINEERING AND TECHNICAL SERVICE FEES, COMPENSATIVE CHARGES OR AGENCY COMMISSION BY ANY OTHER NAME OR IN ANY OTHER FORM ETC. FROM THE EX-WORKS/NET F.O.B. VALUE OF THE CONTRACT IS PAYABLE BY M/S MANITOWOC CRANE GROUP ASIA PTE LTD. TO ANY PERSON/AGENT OR AGENCY. THIS CERTIFICATE WILL FORM A PART OF THE LETTER OF CREDIT.”

18. FOR EQUIPMENT ALONG WITH ACCESSORIES ETC:

- a) Consignor's Port : Any Port in USA
- b) Consignee's Port : Mumbai Port, India – For Equipment & Warranty Spares
JNPT Port, Mumbai – For Spares & Consumables 02 years beyond Warranty Period of the Equipment
- c) Port Consignee : The HOD (C&F),
Coal Bhawan, Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156
FAX NO: 033-23246000
E Mail ID: rksinha@coalindia.in

d) Mode of despatch : By Sea.

20. COUNTRY OF ORIGIN (FOR EQUIPMENT ALONG WITH ACCESSORIES, SPARES & CONSUMABLES): USA.

21. PAYING AUTHORITY:

For Equipment and Spares & Consumables for 03 years:

The General Manager (Finance)
Northern Coalfields Limited
PO: Singrauli Colliery,
Dist.Singrauli (M.P.):486 889.

Will arrange payment through:
Sr. Finance Manager,
Northern Coalfields Limited, Kolkata Office,
15, Gariahat Road, 2nd Floor,
Kolkata: 700019 (West Bengal).

For Port Clearance & Forwarding Charges and Inland Freight up to destination:

Area Finance Manager, Amlohri Project, NCL,
P.O. Amlohri Colliery, Distt. Singrauli (MP)

22. A PACKING INSTRUCTIONS:

The packing of materials should conform to the requirement of carriers. Each case shall have the under noted shipping marks on two opposite sides and top thereof. In addition, you shall indicate in the markings the gross and net weight and cubic measurement. One copy of the Packing list should be inserted inside the package for reference purpose:

The HOD (C&F)	COAL INDIA LIMITED	The HOD (C&F)
C&F Division, Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156	I N I N D I A I A	C&F Division, Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata-700156
	<u>Ref. No. 63621 /21507125/ 90,000 Kgs Crane</u>	

22. B SECURITY & PACKING:

The supplier shall include and provide for secured protection of the goods to withstand Ocean voyage, Road/Rail transportation, packing of the goods and accessories in suitable case wherever essential, so that cargo will be handled properly at the Indian Port and during Inland Transportation to avoid damage in transit from Port of shipment to site. The supplier shall be responsible for any damage caused by any defect in packing.

Please ensure that with each package/case, item wise Packing List is submitted, reflecting items, quantity and weight.

23. PROVISION FOR IMPORT:

The items covered in this order are being imported, as per the provisions of Export Import policy of Govt. of India for the relevant year.

24. The Bill of Lading should be drawn as to show:-

Shipper : On Behalf of Govt. of India.
Port Consignee : The HOD (C&F),
C&F Division,
Coal Bhawan, Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156
FAX NO: 033-23246000

25. SPECIAL INSTRUCTIONS:

One copy of each of Bill of Lading, Invoice, Packing Slip, Specification of the goods shipped, Catalogue, Quality certificate, Inspection certificate, Warranty Certificate, Certificate from the forwarding agent, etc. should be sent to the following:-

- 1) The HOD (C&F), C&F Division, Coal Bhawan, Premise No-04 MAR, Plot No-AF-III, Action Area-1A, Newtown,Rajarhat,Kolkata-700156 .
- 2) The General Manager, Northern Coalfields Limited, Kolkata Office, 15, Gariahat Road, 2nd Floor, Kolkata: 700 019, INDIA.
- 3) The General Manager (MM), Materials Management Deptt., Northern Coalfields Limited, P.O.:Singrauli Colliery, Distt.Singrauli (M.P.):486 889, India.
- 4) The General Manager (Finance), Northern Coalfields Limited, P.O.:Singrauli Colliery, Distt.Singrauli (M.P.):486 889, India.
- 5) Ultimate Consignee as mentioned above at Clause 10.

The documents of the Port Consignee (Sl. No.1) should be sent immediately by Air Mail to avoid delay in payment of Customs Duty / effecting clearance of goods at the Port. As soon as the goods are shipped a CABLE/FAX advice should be sent to the Port Consignee and to this office indicating the Vessel shipping details, Invoice details etc.

Three copies of shipping documents should be sent to the Bank after shipment of goods for payment.

If due to delay in receipt of documents, or submission of improper documents clearance of the consignment is delayed the actual demurrage/Penal Port rent etc. will be recovered from the supplier's bill.

26. ADVANCE INTIMATION:

The shipping details should be sent to The HOD (C&F), C&F Division, Coal India Limited, Coal Bhawan, Premise No-04 MAR, Plot No-AF-III,Action Area-1A, Newtown, Rajarhat, Kolkata-700156 well in advance on FAX NO: 033-23246000 (Kolkata, India) or Gram :Coking Coal, Kolkata.

27. INLAND TRANSPORTATION:

Inland Transportation of Equipment from Mumbai Port / JNPT Port, Mumbai to the Ultimate Consignee will be arranged by M/s TIL Limited, your authorized distributor, on your behalf, 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.

28. LOWEST PRICE CERTIFICATE:

You will furnish a Price Certificate along with each bill confirming 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 and also certify that the prices charged by you are not higher than prices charged for same/similar items to other customers.

29. LIQUIDATED DAMAGES:

In the event of failure to deliver the stores within the stipulated date/period in accordance with the specification 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 10%. 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) 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 others 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) 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 by deducting any sum or at any time thereafter may become due to the supplier in this or any other 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.

In the event of delay in dispatch of goods as per delivery schedule of supply order, you will raise bills against Letter of Credit after making deduction, as stipulated above of Liquidated Damages amount.

30. EXTENSION OF DELIVERY PERIOD:

You will supply the materials within the Delivery Period given in this order. In case delivery date against the order has expired, you will not despatch/deliver the materials unless the delivery date is extended on your request and you receive confirmation in this regard. If Extension of Delivery Period mentioned in the supply order and consequent extension of the validity of Letter of Credit has to be done due to non-fulfillment of any obligation of supply order/Letter of Credit, all charges related to the extension of Letter of Credit (or opening of fresh LC) will have to be borne by you.

31. 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 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.

32. 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 subcontractors), 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 date, 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 the goods after the Goods arrival in the Purchaser's country 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 representatives prior to the Goods shipment from the country of origin.
- v. Materials are subject 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 release 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.

33. 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 force majeure, declaration of embargo or blockade or fire or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by NCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. In the event of the successful bidder having to resort to this force majeure clause:

a) will advise to purchaser, 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 lasting 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.

34. PRICE FALL CLAUSE:

If the supplier, at any point of time during the period of execution of supply of the contract of the CIL/Subsidiary Companies, supplies 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, the supplier shall forthwith notify such reduction of sale price and CIL/Subsidiary Companies shall amend its contract price to the lower price. In event of non-intimation by the supplier to this effect, suitable penal action may be considered against them.

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 the same supplier to other organization 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.

35. PERFORMANCE GUARANTEE & PENALTY FOR NOT ACHIEVING GUARANTEED PERCENTAGE AVAILABILITY:

The availability of the Equipment should not be less than 85% (Eighty Five percent) for a period of 36 months from the accepted 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%.

(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 excise duty and CST 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.

36. ERECTION & COMMISSIONING:

The supplier shall be responsible for the erection and commissioning within the period specified in the Delivery Clause of NIT. 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.

37. 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 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 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 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.

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.

38. 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.”

39. MANUFACTURER'S TEST CERTIFICATE

You will be required to submit the Manufacturer's Test Certificate / Test Data with regards to compliance of various Technical Parameters as per relevant ISO standards given in the Technical Specifications of the equipment.

40. PART CATALOGUE:

You will submit an Assembly wise Parts Catalogue to General Manager (MM-HOD), NCL, Singrauli in addition to the Manuals as specified in Technical specifications (Annexure-A, B & C).

41. INTEGRITY PACT:

The integrity pact shall be monitored by two independent external monitors whose names & addresses are indicated below:

1. Shri Sewa Ram, IAS (Rtd.), 660, Sector -26, Panchkula-134116 (Haryana).
Mobile No. +91-9478730069. Email ID sarangalsr@hotmail.com.
2. Shri J.K Khanna, IPS (Rtd), A-102, Sector-55, Noida-201307 (UP). Tel. No. 0120-4322330, Mobile No. +91-9810940403. Email ID jkkhannaips@yahoo.com.

42. JURISDICTION OF COURT: This contract shall be governed by Indian Laws. All disputes are subject to the jurisdiction of "Singrauli", M.P., India Court only.

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
- (4) Annexure D – List of comprehensive tool kit and special tools along with Certificate
- (5) Annexure E – List of Major bought out assemblies & sub-assemblies along with proprietary certificate
- (6) Annexure F – List of Consumable Spares & Consumables for the warranty period and back up spares and consumables for 02 years beyond warranty period of equipment.
- (7) Annexure G – Preventive Maintenance Schedule
- (8) Annexure H – Quality Assurance Plan
- (9) Annexure I – Certificate towards Geography and Climatic conditions
- (10) Annexure J – Compliance of Machines to ISO standards
- (11) Annexure K – Certificate towards same major assembly / sub - assembly
- (12) Annexure L – Major Depot Warehouse
- (13) Annexure M – Certificate for Engine of EPA Tier III norms

- (14) Annexure N – Transmission details
- (15) Annexure O – Certificate for Audio-Visual Alarm while Reversing
- (16) Annexure P – Certificate for material and chemical used in Fire Extinguisher
- (17) Annexure Q – Certificate towards non-toxic material used in the firefighting / fire suppressant systems
- (18) Annexure R – Customer List
- (19) Annexure S – Details of erection programme
- (20) Annexure T – Lifting capacity range diagrams and tables
- (21) Annexure U – Detailed technical descriptions of the crane
- (22) Annexure V – Detailed technical descriptions of the wire ropes
- (23) Annexure W – Layout drawing and detailed technical description of Hydraulic System
- (24) Annexure X – Comprehensive commercial literature
- (25) Annexure Y – Automatic Fire Detection and Suppression System
- (26) Annexure Z – Engine Performance Curves
- (27) Annexure AA – General Information, Dimension, Weight and Performance Details
- (28) Annexure AB – Integrity Pact by signed by you

Yours faithfully,

(Shameel Waris)

Asst. Mgr. (MM)

(N.S. Saini)

Chief Manager (MM)

Copy to :

DT (Op), NCL
Chief Vigilance Officer, NCL
The General Manager, NCL, Amlohri
The General Manager (Fin), NCL, Singrauli.
The General Manager (Excv), NCL, Singrauli.
The General Manager (CP), NCL, Singrauli.
The General Manager (Excv), NCL, Amlohri
The Depot Officer, Regional Stores, Amlohri
The Area Finance Manager, NCL, Singrauli
The Area Finance Manager, NCL, Amlohri

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

The Sr. Manager (Fin),
Northern Coalfields Limited,
Kolkata Office, 15, Gariahat Road, 2nd. Floor,
Kolkata: 700 019.

The HOD (C&F),
C&F Division, Coal India Limited,
Coal Bhawan, Premise No-04 MAR,
Plot No-AF-III, Action Area-1A,
Newtown, Rajarhat, Kolkata-700156
The Chief General Manager (MM)/GM(MM), CIL/CCL/BCCL/ECL/SECL/WCL/MCL

The Director (Enforcement),
Enforcement Directorate,
Govt. of India, 6th Floor,
Lok Nayak Bhawan, Khan Market,
New Delhi.

BY REGISTERED POST

Ministry of Shipping, Road Transport,
Transport Inc. & Highways, Deptt. of Shipping,
(Chartering Wing), Room No. 538, Paribhavan,
1 – Parliament Street, New Delhi 110 001
Fax No. 011 – 2371 8614 / 2335 256
E-mail aso1@nic.in

BY REGISTERED POST

M/s TIL Limited,
Registered Office,
1, Taratolla Road, Garden Reach,
Kolkata – 700 024

BY REGISTERED POST

This issues against following indent nos. of Replacement Requirement:

Sl.	Indent No. & Date	Qty. Nos.	Project	M/C SI. No.	SOR No. & Date
1.	SGR / CP / HEMM / AML / 12-13 / 620 dated 07.12.2012	01	Amlohri	MC-150	1945/11-12 dated 23.12.2011

Details of BC for Capital Budget is as under:

Project	Financial Year	Budget Certification Detail	B.C. Date	Total Budget
NCL HQ, Singrauli	2016-17	NCL/HQ/C&B/Capital/HEMM/ 2016-17/04	20.07.2016	8,74,77,539.54/-

Details of Revenue Budget are as under:

Project	Financial Year	Budget Certification Detail	B.C. Date	Total Budget
NCL HQ, Singrauli	2016-17	NCL/HQ/BC/2016-17/HEMM Spares/Centralized/21	20.07.2016	3,27,001.38/-

NCL HQ, Singrauli	2017-18	NCL/HQ/Budget Noting/2017-18/ HEMM Spares/Centralized/12	20.07.2016	21,72,780.98/-
NCL HQ, Singrauli	2018-19	NCL/HQ/Budget Noting/2018-19/ HEMM Spares/Centralized/05	20.07.2016	16,24,855.84/-

FC No. NCL/HQ/FC/2016-17/Capital/HEMM/03 dated 20.07.2016 for Rs. 9,16,02,177.74/-.

This issues with the approval of NCL Board of Directors in their 205th Meeting communicated by Company Secretary vide Ref. No. NCL / Board / 08 / 205 / 281 dated 14.07.2016.

Asst. Manager (MM)
Singrauli

Chief Manager (MM)
Singrauli