

	<p>Northern Coalfields Limited (A Mini Ratna Company) Materials Management Department P.O. Singrauli Colliery, Distt. Singrauli, MP- 486889 Corporate Identification No.U10102MP1985GOI003160 Tel: 07805 – 266481, Fax: 07805 – 266388 Website: www.ncl.nic.in</p>
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FORMAL ORDER

Ref. No. 63627084 / 21509157

Dated: 28.10.2016

M/s. Maco Corporation (India) Pvt. Ltd.	Fax No: 033 – 2454 3269 Phone No. 033 – 2454 3280 / 3281
2/5, Sarat Bose Road, “Sukh Sagar”, 7th Floor, 7-A	Vendor Type: General
Kolkata – 700 020	VENDOR CODE: M0639

Sub: Our Global Tender Enquiry No. NCL/SGR/MMD/Sec.II/21509157/137 dated 04.01.2016, Cover-I opened on 02.03.2016 for supply of Brake Assemblies for 24/96 Dragline. (Tender ID: 2016_NCL_29805_1)

- Ref: 1. Your Bid ID: 81091 submitted on 29.02.2016
2. Your Letter No. MACO/NCL/HQ/SG/16-17/1 dated 14.06.2016
3. Your Letter No. MACO/NCL/HQ/SG/16-17/2 dated 03.08.2016
4. Your Letter No. MACO/NCL/HQ/SG/16-17/2A dated 29.09.2016

Dear Sirs,

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

Sl. No.	Description	Part No.	Mat. Code	Qty. (Nos.)	Unit Price (in INR)	Extension Price (in INR)
1	Brake Assembly with Air Bridge	29000030	11301041554	04	25,09,800.00	1,00,39,200.00
2	Brake Assembly with Air Bridge	29000032	11301015105	02	20,68,000.00	41,36,000.00
3	Bearing Housing	29000031	11301013492	02	20,30,400.00	40,60,800.00
Total Basic Order Value (in INR)						1,82,36,000.00
(Rupees One Crore Eighty Two Lakh Thirty Six Thousand Only)						

TOTAL BASIC ORDER VALUE: ₹ 1,82,36,000/- (Rupees One Crore Eighty Two Lakh Thirty Six Thousand Only)

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Sales Tax would be applicable as per the relevant clause mentioned in this Supply Order.

Major Terms & Conditions

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

Minimum Cenvat Amount as declared by you is also included in the unit price.

PACKING, FORWARDING CHARGES: Nil.

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

EXCISE DUTY: Since, this is a case of indirect import, Excise Duty shall not be applicable. However, M/s. Maco Corporation (India) Pvt. Ltd., Kolkata will provide cenvatable invoice and the Minimum Cenvat Amount as specified below, shall be passed on to NCL by you.

Item No. 1	Item No. 2	Item No. 3
Rs. 2,25,882.00	Rs. 1,86,120.00	Rs. 1,82,736.00

In case, the Cenvat Credit provided to NCL falls short of the specified amount during supply, then the difference amount shall be deducted from your bills.

SALES TAX:- CST will be payable extra at actuals. Present rate of CST is @ 2% against Form-‘C’.

ENTRY TAX: Payable extra to the State Govt. Authority directly by NCL as applicable. Present rate of Entry Tax is @ 1%.

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

DELIVERY PERIOD: Within 6 (Six) months from the date of receipt of supply order. No material should be supplied beyond the specified delivery period unless amendment for extension of delivery period is obtained from the purchaser i.e. NCL.

CONSIGNEE: The Depot Officer, Regional Stores, Nigahi Project, Northern Coalfields Limited, PO: Nigahi Colliery, Dist.- Singrauli (MP)

SECURITY DEPOSIT: Exempted.

TERMS OF PAYMENTS: 100% payment including all taxes and duties shall be

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made by Paying Authority within 21 days from the date of receipt and acceptance of materials at consignee's end or submission of Bills complete in all respects, whichever is later. The payment will be made by "Electronic Fund Transfer" (EFT) or e-payment through RTGS for which you are requested to indicate your EFT A/C no., Name of Bank, Branch, RTGS Code and other relevant details in your invoice for facilitating payment through EFT.

PAYING AUTHORITY: The Area Finance Manager, NCL Nigahi Project, Northern Coalfields Limited, PO: Nigahi Colliery, Dist.- Singrauli (MP)

BANK A/C No. of FIRM: ICICI Bank Ltd,
Lansdowne Branch,
7, Sarat Bose Road, Kolkata – 700 016
IFSC Code: ICIC0001616
Current A/C No. 161605000030

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

- i) Receipted Challan/ Consignment Note
- ii) Warranty/Guarantee Certificate.
- iii) Lowest Price Certificate.
- iv) Import Documents as specified in the relevant clause of this order
- v) Any other documents specified in the order.

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

You are requested to indicate ECC No., Range, Division and CST Regn. No./TIN No. of the consignee in the cenvatable invoice as per following details:

Sl. No.	Name of the Project / Unit	TIN No.	Centralized Excise Regn. for NCL, Singrauli	Range	Division
1	Nigahi	23507300638	AABCN4884HEM011	Waidhan	Satna

IMPORT DOCUMENTS: The following import documents (two sets) are required to be submitted 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 / Country of Origin (USA)

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You will 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 suitable endorsements on original relating to transaction made.

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

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

WARRANTY/GUARANTEE: You will give a warranty/guarantee of satisfactory performance of the supplied materials for a period of 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance, whichever is earlier.

You will 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 defect at your own cost. If it becomes necessary for the supplier to replace or renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Northern Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

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

TECHNICAL SUPPORT & SERVICE: In addition to normal after sales service, you will render technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the Spares supplied. You are required to render technical support to the user at the time of fitment. Further, you have to ensure quarterly visit of your service personnel for smooth functioning of the supplied items.

INSPECTION:

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

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RISK PURCHASE: In the event of failure of supplier to deliver or dispatch the stores within the stipulated date/period of supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Northern Coalfields Limited have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly that in the event of failure of supplier as detailed above, the cost of risk purchase exercise may be recovered from the bills against any other supplies pending at NCL and also in any other Subsidiary Company/Coal India Limited.

LIQUIDATED DAMAGES: In the event of failure to deliver the stores 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.
- 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.

FORCE MAJEURE CONDITIONS:

If the execution of the Contract/supply order is delayed beyond the period stipulated in the supply order, as a result of outbreak of hostilities, declaration of an embargo or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God, then NCL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by NCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power Failure / Cuts can not be taken as Force Majeure Conditions.

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

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

PRICE FALL CLAUSE:

If you, at any point of time during the period of execution of supply of the contract of the CIL/Subsidiary Companies, 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 CIL/Subsidiary Companies 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 the same supplier 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.

LOWEST PRICE CERTIFICATE:

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

AUDITOR'S CERTIFICATE:

You will furnish a certificate from your Auditor that customs duty has been paid as per prevailing Custom Rates and refund / credit, if any, obtained shall be passed on to NCL. The certificate shall be submitted by you along with your bill.

IDENTIFICATION MARK:

Manufacturer's distinctive identification mark / symbol and also the part no. must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place, which is not subjected to normal wear and tear, for convenience of identification any time. Apart from this a tag may be attached to each part / item giving identification mark, part no. description. However, for high precision items where embossing / engraving /punching is not possible shall be

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packed separately & packing cover / box / case shall be tagged with the Identical Mark or Identification Mark be put by Metal Marker.

FITMENT GUARANTEE CERTIFICATE:

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

JURISDICTION OF COURT:

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

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

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

Yours faithfully,

(S. Waris)
Asst. Manager (MM)

(N.S. Saini)
Chief Manager (MM)

Enclosure: Annexure – Integrity Pact

Copy to:-

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

The General Manager (MM), CCL / BCCL / ECL / SECL / WCL / MCL.

M/s Eaton Corporation,
Hydraulics Operation - Airflex,
9919 Clinton Road,
Cleveland, OH 44144, USA

BY AIR MAIL

This refers to their letter dated 14.10.2015

This is issued against Indent No. NPR / 001183 / 15-16 dated 04.08.2015 for procurement of Brake Assemblies of 24/96 Dragline and sanction communicated

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by S.E.(Excv), HQ vide ref.no. EX/SGR/353/2015/3292 dated 14.10.2015 & Indent Registration No. 21509157.

B.C. No.

Project	BC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / BC / 2016-17 / HEMM Spares / Centralized / 34	24.10.2016	₹ 1,87,86,727.20

F.C. No.

Project	FC Details	Date	Total Budget
NCL HQ, Singrauli	NCL / HQ / FC / 2016-17 / HEMM Spares / Centralized / 28	24.10.2016	₹ 1,87,86,727.20

This issues with the approval of CMD, NCL.

Asst. Manager (MM)

Chief Manager (MM)