

**WESTERN COALFIELDS LIMITED**

(A SUBSIDIARY OF Coal India Limited)

CIN U10100MH1975GOI018626

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES,
NAGPUR - 440 001.

PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order no : 11000112318211

Dated: 12.03.2019

SUPPLY ORDER

To

M/s Simplex Engineering & Foundry Works Pvt Ltd
65, Industrial Estate, Bhilai,
Chattisgarh 490026

Vendor Code :515040

Vendor Category : Manufacturer

email : marketing@simplexengq.in

Dear Sir,

Sub : **Formal Order for supply of Universal Drilling Machines (UDMs)**

- Ref: 1. WCL Tender Enquiry no: WCL-hq-Pur-yvr-ra-e057-2018-19 opened on 15.10.2018, (tender ID: 2018_WCL_114876_1), Price bid opened / reverse Auction held on 05.12.2018
2. Your offer / Bid ID: 341173 and subsequent submission of shortfall / confirmatory documents on portal
3. Your letter no SES/DJS/0918/C-2352/1354 dt 23.01.2019
4. Your letter no SES/DJS/0918/C-2352/1349 dt 10.01.2019

With reference to above, we are pleased to place FORMAL ORDER on you for the supply of Universal Drilling Machines (UDMs), at the rates and as per terms and conditions stipulated below and general terms and conditions enclosed:-

Description	Ordered qty (nos)	Unit Basic Price Rs.	Extended value Rs.
DGMS approved Simplex make D-138/5M model Electro-hydraulically powered crawler mounted Standard Height Universal Drilling Machines, as pr the Scope of supply & Technical specifications as per the Annexure Enclosed	8	43,55,000.00	3,48,40,000.00
Freight charges @ Rs.50,000.00 per equipment for 8 UDMs			4,00,000.00
Value of Equipments with freight charges for 8 UDMs			3,52,40,000.00
GST @ 18% on equipment and Freight charges			63,43,200.00
Total value of order before availing ITC on GST			4,15,83,200.00

Total Value: Rs.4,15,83,200.00 (Rupees Four crores fifteen lakhs eighty three thousand and two hundred only).

Terms and conditions :

- 1. Increase in Order quantity:** WCL reserves the right to increase the ordered quantity of 8 nos of UDMs upto the tendered quantity of 11 nos, for which a separate communication shall be given to you.
- 1A. Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding and insurance charges upto destination. For FOR Supply, Freight charges will be paid extra at actuals to a maximum ceiling of Rs.50,000.00 (Rupees fifty thousand) per equipment against documentary evidence. Safe arrival of the consignment at destination shall be your responsibility.
- 2. GST:** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST on equipment is 18%. Input Tax Credit on GST shall be availed by the consignee, for which you shall submit GST compliant Invoice along with the supplies.
- 3. Delivery:** Delivery to be completed within 3 (three) months, which shall be reckoned from 7th day of order date. Early supplies are acceptable.
- 4. Final Inspection:** Final inspection shall be carried out by the authorised representative of WCL, at the consignee stores.
- 5. Consignee & Allocation:-**

Qty	Project Allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
8 nos	Chattarpur1-3nos; Tawa 2 - 5 nos	Pathakhera	The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera Area, PO : Pathakhera, Distt: Betaul (M.P) Pin: 460449

(Handwritten signature)

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6. **Payment terms** : 80% value of equipment and initial spares (if any) and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by the consignee or submission of bills and acceptance of Performance Bank Guarantee & Security BG, whichever is later. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from Area GM/SO(E&M) of concerned area to the effect that the equipment has been erected and commissioned to their entire satisfaction and performance testing is done at the allocated location.

7. **Paying Authority**: General Manager (Fin.), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-1

8. **EFT Details :-**

Name of the Bank, Branch & Location	State Bank of India, SME Bhilai, Sector-1, Bhilai
Account Number, Nature of Account	10184627594, Cash Credit
IFSC Code	SBIN0012277

9. **Mode of dispatch**: All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

10. **Security Deposit** : You shall furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. for Rs. **41,58,320.00.00** (Rupees Forty one lakhs fifty eight thousand three hundred and twenty only), within 15 days time from the date of supply order to this office. The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The banker of the firm shall issue Bank Guarantee on SFMS (Structured Finance Message Service) platform. The security deposit may be converted into performance bank guarantee as per NIT provisions.

11. **Performance Bank Guarantee**: You have to furnish a Performance Bank Guarantee for 10% (ten percent) value of the awarded contract i.e. for Rs. **41,58,320.00.00** (Rupees Forty one lakhs fifty eight thousand three hundred and twenty only), satisfactory operation and performance valid for 18 months from the date of supply and acceptance of equipment, equivalent to 10% value of the contract including GST to the FOR Destination price of the equipment on order. The Bank Guarantee shall be released after successful completion of the Guarantee / Warranty period after confirmation from GM(E&M) HOD, WCL Hq. Any short fall of performance availability, deduction shall be made as per clause no Q.3 of Annexure (i.e. Performance Guarantees). The PBG must be submitted within 15 days from the date of receipt and acceptance of the equipment. No payment shall be made without submission of Performance Bank Guarantee. PBG may be submitted equipment-wise also.

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd.
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account No: 005905018053 Customer Id : 556096497 ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	Hrushikesh Sakalkale, Ph. No. +91-9923202096

BG advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICIC0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western coalfields ltd HQ, Coal Estate, Civil lines, Nagpur - 440001, Maha rashtra" by **Registered post /AD**.

Any extension / amendments to the BG shall be done following the same procedure as above.

12. **Guarantee - Warranty**: The equipment shall be guaranteed for satisfactory operation and performance for a period 12 months from the date of installation / Commissioning or 18 months from the date of

(Handwritten signatures and initials)

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receipt and acceptance of equipment, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost.

13. Performance Guarantee Clause for guaranteed availability: You shall ensure that availability of the machine over a period of 12 months does not fall below 75%. For every 1% fall in the % availability below 75%, 1% of the value of the machine will be deducted. In case the fall in availability below 75% exceeds 10%, the equipment will be rejected out right and the supplier will have to refund the full amount.

The availability will be calculated as per the following formula.

$$\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$$

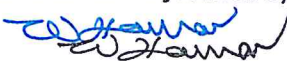
Where, Down Time = Maintenance hours + Breakdown hours

14. Liquidated Damages clause :- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, WCL shall have the right,
- To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which successful bidder 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% can be increased to 15% at the discretion of Head of MM division.
 - To purchase elsewhere, after due notice to the successful bidder 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
 - 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-
 - 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.
 - To forfeit the security deposit full or in part.
 - Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15. SUBMISSION OF BILLS:

- a. **For claiming 80% payment,** following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
- Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
 - Packing list in original list giving details of bill of materials (Invoice should be strictly as per GST rule 2017)
 - Consignment note / RR/ LR in original.
 - Warranty / Guarantee certificate, if applicable.
 - Manufacturer's test certificate, if applicable.
 - DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
 - Any other document indicated elsewhere in the order
- b. For Claiming 20% payment,** the following documents are to be submitted
- Pre-receipted and stamped bill for 20% payment.
 - Commissioning Certificate from the respective Area GM / SO(E&M) of concerned area
 - Any other document indicated elsewhere in the order

16. Force Majeure Clause: If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, floods, acts of nature or other contingency beyond the supplier's control, due to act of God then Western Coalfields Limited may allow such additional time by extending the delivery period as it consider to be justified by the circumstances of the case and its decision shall be final. If and when





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additional time is granted by Western Coalfields Limited, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

17. Manufacturing certificate: As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

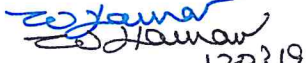
"Certified that the items supplied and included in this bill/ invoice are our own make and have been actually manufactured in our works situated at _____ (address of the factory)

18. Price Certificate: As undertaken by you in your offer that you have not supplied / are not supplying similar product, systems or sub systems at a price lower than that ordered price in respect of any other ministry/department of the Govt. of India or a PSU and if it is found at any stage that similar product / Systems/ Sub -systems was supplied by 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 WCL, if the contract has already been concluded. You will furnish the certificate to this effect to the Consignee / Paying Authority along with bills. Failure in submission of aforesaid certificate by you, may result in with holding of the payment of your bills against supply.

19. Integrity Pact : Integrity Pact as per format (Annexure E of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract. IEMs against the tender / Order are: Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024 & Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

Unless otherwise specified above, the purchase order shall also be governed by the terms and conditions given in the General terms and conditions enclosed.

This order is issued with this acceptance. Kindly acknowledge the receipt of this order.


(Dr. Y. Venkata Ramana)
Sr. Manager (MM)

Yours faithfully


(C.R. Samantra)
Chief Manager (MM)

Enclosures: -

- Annexure-A : Detailed Technical specifications
Annexure-B : Tool Kit
Annexure-c : General Terms & Conditions
Annexure-D : PBG format

Copy to :


1. GM(E&M) HOD / GM(P&P) / GM(Fin.)WCL(HQ), Nagpur
2. AGM / SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Pathakhera.
3. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
4. RD, CMPDIL, RI IV, Nagpur
5. TS to DT(P&P), WCL, Nagpur
6. Sr. Manager (MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. **4,15,83,200.00**
7. AF (MM), MM Wing, WCL Hq., Nagpur
8. IEM, Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
9. IEM, Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

Indent details:

- i. Ind/18-19/3560/00095 dt 12.09.2018 for 5 nos of UDMs for Tawa II mine of Pathakhera area
- ii. Ind/18-19/3560/00087 dt 05.09.2018 for 3 nos of UDMs for Chattarpur-1 mine of Pathakhera area

BC Reference: Capital Budget : WCL/FA/CAP/BC/OPM/433 dated 11.03.2019 for Rs.4,15,83,200.00

This issues with the concurrence of Director (Fin), WCL and approval of CMD on 25.02.2019


Sr. Manager (MM)


Chief Manager (MM)