

MF



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 : 5587 Fax : 0712-2510284

Supply Order No :11000132419104

DT : 16 .09.20 19.

SUPPLY ORDER

To
M/s. Drillbits International Pvt. Ltd.
66, MIDC Satpur,
NASIK - 442007

BY REGISTERED POST
FAX : 0253-2352710
VENDOR CODE : 516757
VENDOR TYPE : MSME
Email-drilbits@drilbits.com

Dear Sir,

Sub : Order for Supply of Tricone Rock Roller Drill Bits.

Ref : 1. Our Tender No. hq-pur-sp-ra-e002-2019-20, extended opening on 10.05.2019,

Tender Id : 2019_WCL_135867_1

2. Your Online offer on portal dated 28.04.2019 under Bid id : 401903.

3. Your Letters no. DBI/WCL/2019/Q-1 dated:17.06.2019 and dated: 30.06.2019

Q-1 dt. 05.05.2018

This has reference to above. We are pleased to Place **FORMAL ORDER** on you for Supply of Tricone Rock Roller Drill Bits as per specifications, rates, terms and conditions as stipulated below & general terms & conditions enclosed :-

NIT Sr. No	Description	Unit	Qty. Nos	Rate per Unit in Rs.	GST @ 18%	Extended value in Rs.	Total Amount in Rs.
1	Tricone Rock Roller Drill Bits 6.¼" Tungston Carbide, Air blast jet circulation, with 3-1/2" API regular pin connection , suitable for very hard and abrasive formation like quartzite , iron ore , laterite etc including coal bearing overburden formation with suitable air nozzle of appropriate size for drilling in medium / hard / overburden /coal	No.	25	37,400.00	6,732.00	44,132.00	11,03,300.00
2.	Tricone Rock Roller Drill Bits 6.¼" Milled Tooth, Air blast jet circulation, with 3-1/2" API regular pin connection , suitable for hard and abrasive formation like quartzite , iron ore , laterite etc including coal bearing overburden formation with suitable air nozzle of appropriate size for drilling in medium / hard / overburden /coal	No	828	17,600.00	3,168.00	20,768.00	1,71,95,904.00

3.	Tricone Rock Roller Drill Bits 9.7/8" Milled Tooth, Air blast jet circulation, Air blast jet circulation, with 6-5/8" API regular pin connection, suitable for hard and abrasive formation like quartzite, iron ore, laterite etc including coal bearing overburden formation with suitable air nozzle of appropriate size for drilling in medium / hard / overburden / coal	No.	45	45,000.00	8,100.00	53,100.00	23,89,500.00
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Total Value:- Rupees Two Crores Six Lakhs Eighty Eight Thousand Seven Hundred and Four only.

Make of Drill Bits : DBI

Manufacturing Location : Drillbits International Pvt. Ltd. 66, MIDC Satpur, NASIK – 442007(MAH)

OTHER TERMS & CONDITIONS

- PRICES** : The above Prices are FIRM and on FOR Destination basis, inclusive of P&F & Freight & insurance. Safe arrival of consignment at destination stores shall be your responsibility.
- GST** :- GST shall be payable extra as applicable within stipulated delivery period. You shall submit GST compliant invoice as per GST act enabling WCL to avail ITC. The present rate of GST is @18%. You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from You.

- Delivery** : The delivery schedule shall be as under :

Drill bit size	Delivery within 2 months of placement of supply order	Delivery within 3 rd to 4 th months of placement of supply order	Delivery within 5 th to 6 th months of placement of supply order
6-1/4" MT	300	300	228
6-1/4" TC	25		
9-7/8" MT	45		

Delivery schedule shall be reckoned from 7th day from the date of order

- Payment Terms** : 100% payment shall be made within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers bills, whichever is later.
- Paying Authority**: General Manger, (F)I/c WCL, HQ. Nagpur (MS)-440001.
- Consignee**: The Depot Officer, Central Store, Tadali, At- Urjagram, P.O. TADALI, Dist. Chandrapur. (M.S) 442 106 . GST No. : 27AAACW1578LIZW
- Mode of Dispatch**: - All the stores securely packed are to be dispatched by road transport to the Consignee on Freight paid basis.
e-way Bill : in the event the delivery of goods by you is on F.O.R. Destination basis, the e-way bill required for movement of the goods is to be initiated and issued by you.
- Security Deposit** : You shall furnish Security deposit amount for rupees Rs.20,68,870/- (Rupees Twenty Lakhs Sixty Eight Thousand Eight Hundred and Seventy only) i.e. 10% of total order value in the form of Demand Draft/ Bank Guarantee of any Scheduled/Nationalized Bank within 15 days from the date of supply order.
Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. Security Money may be converted into performance bank guarantee (PBG) after completion of supplies. Bank guarantee shall be in paper form as well as under structured financial messaging system, as per details indicated in PBG clause.

9. **Performance Bank Guarantee** : You shall furnish a Performance bank guarantee for rupees Rs.20,68,870/- (Rupees Twenty Lakhs Sixty Eight Thousand Eight Hundred and Seventy only.) for satisfactory performance of supplied item, valid for at least 18 months from the date of receipt of last consignment against the supply order, covering the warrantee period. The bank Guarantee shall be released after successful completion of the guarantee /Warrantee period after confirmation from GM(Excv)/HOD.WCL HQ or may be extended as deemed fit. No payment shall be made without submission of Performance Bank Guarantee.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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 of beneficiary	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 n: +91-9923202096
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c
Materials Management Wing
Western coalfields Ltd HQ, Coal Estate, Civil lines
Nagpur – 440001 Maharashtra

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

For ready reference and updation of BG in WCL portal , it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible.

10. a. **Fitment Guarantee**: You shall certify that your products are exact replacement of fully interchangeable to the original parts and will fit and function on the equipment for which these are required without any modification.
- b. **Technical support service** : You shall render technical support & services to ensure fitment , proper usage , maintenance and satisfactory performance of Drill Bits supplied by You.
11. **Inspection**: Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores.
12. **Price Certificate**: You will furnish certificate along with each bill confirming that prices charged by you for the items covered in the bills are not higher than the prices charged by you for same/similar items other customers worldwide including any other PSUs/Govt. Deptt or any other subsidiaries of Coal India Limited.
13. **Manufacture's Certificate**: As the order is being placed on the basis of consideration that you are a Manufacturer of the ordered materials, you have to provide a certificate to following effect on the body of each bill. "Certified that the items supplied and included in this bill/invoice are **M/s Drillbits International Pvt Ltd.,** make and have been actually manufactured in our works situated at **MIDC, Nasik (MAH.).**




13. **GUARANTEE/WARRANTY** : The average guaranteed life is furnished as below:

NIT SN	Drill bit Size	Average Guaranteed Meterage	Minimum Guaranteed Meterage
1	6-1/4" TC	2980	745
2	6-1/4" MT	2400	600
3	9-7/8" MT	2460	615

(a) **Minimum guarantee meterage** : The minimum meterage for each drill bit of each size will be 25% of the avg guaranteed meterage irrespective of its use.

Each supplied bit shall have to be guaranteed for the above minimum guaranteed meterage of drilling and in case any bit fails before achieving minimum life i.e. minimum guaranteed meterage, replacement of the same will have to be arranged free of cost by vendors within 30 days from date of intimation in this regard by the project in charge (Excv) / Area SO / GM(Excv).

(b) **Average guaranteed meterage** : Average meterage of drill bits shall be worked out taking into account only those drill bits, which have achieved minimum guaranteed life. For computing average meterage, the performance of all the bits shall be taken into consideration irrespective of their use in pure OB, Shale & Coal and pure shale and coal meterage shall be converted in OB using the conversion factor of OB:SHALE:COAL :: 1:2:3

The bits which failed before achieving the minimum guaranteed meterage shall not be considered for evaluating actual / average meterage. However the meterage of free replaced bits shall be taken into consideration for evaluating actual / average meterage.

(c) **Compensation Clause** :The bits supplied against the order must achieve average guaranteed meterage as given in point no 13 above. In case bits do not achieve the average guaranteed meterage guaranteed as per clause no 13. You shall have to supply additional drill bits free of cost as compensation to make up the short fall in average meterage.

Intimation regarding drill bits which have not achieved the minimum/guaranteed meterage will be sent to You periodically by the user area/projects. The supplier should visit the area/projects and carry out joint inspection of such drill bits within 60 days from the date of intimation to the supplier, failing which performance so intimated by the user project/area will be treated as final and binding and the replacement /compensation to make up the short fall in average meterage will be calculated accordingly. Thereafter, You shall not demand for the availability of drill bits for joint inspection make goods the less meterage achieved by giving additional replacement bits free of cost as compensation.

In case you fails to supply additional bits, proportionate deduction will be made from the pending / future bills / PBG to recover the amount towards shortfall in guaranteed meterage. The claim for compensation bits, if any, shall be made by GM(Excv)HOD, WCL HQ.

14. **Price Fall Clause** : You have undertaken in your offer as under : "Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this order."

A certificate to this effect shall be submitted along with supplies.

15. **SUBMISSION OF BILLS** :

For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- GST compliant Pre-receipted and stamped Invoice (as per GST rules).
- Packing list in original giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- Consignment note / RR/ LR in original, if applicable.
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, if applicable.
- Fitment Certificate, if applicable.
- Price fall Certificate
- Any other document as specified in the Order.

16. **LIDQUIDATED DAMAGES** : In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited 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 the successful bidder has not been able to

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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% may be increased up to 15% at the discretion of HOD of MM.

- b) 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 cancelling the supply order in respect of the consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) 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.

17. **FORCE MAJEURE CONDITION** : 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, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

18. **EFT Details for payment :**

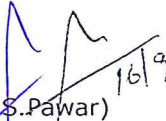
ACCOUNT DETAILS OF THE BIDDER FOR ELECTRONIC FUND TRANSFER FOR PAYMENTS:	
Name of the Bank and Branch	STATE BANK OF INDIA
Address of the Branch of the Bank	Satpur Industrial Area Branch, Plot no P/24 MIDC Satpur, Nashik-422007
Account Number	10381541939
Nature of Account	Current
IFS Code of the Branch	SBIN0003872

19. **JURISDICTION** : Any dispute arising out of this contract shall come under sole jurisdiction of Nagpur Court, Nagpur, Maharashtra, India.

Unless otherwise specified above, this rate contract shall also be governed by our General Terms and Conditions- Annex "B" enclosed herewith.

This order is issued with this acceptance. Kindly acknowledge the receipt and proceed for execution of order.

Yours faithfully,


(S. Pawar)
Sr. Manager(MM)


(K.S.R. Divakar)
Chief Manager(MM)

Encl: General Terms & Conditions -Annexure- A
Format for Security deposit - Annexure-B

Copy to : GM/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.

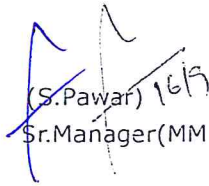
2. GM(Excv)HOD, WCL(HQ).
3. GM(Finance)I/C, WCL(HQ),
4. Sr. Manager(Finance) CP, WCL(HQ), Nagpur
5. Depot Officer, Central Store Tadali.
6. Sr. Manager(MM/Admin), WCL(HQ), Nagpur - The total procurement value is **Rs.2,06,88,704/-only**


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DT : 16.09.2019.

BC references (A) : Against MB19-20 of HEMM Drill Bits

AREA	BC REFERENCE	BC AVAILABLE
NAGPUR	AFM/CGM/NGP/BC/REV/HEMM/A&B/HQ/19-20/P-124/70 DT.24.05.2019	20,70,900.00
UMRER	WCL/UA/HQ/HQ /HEMM SPARES/04/04 DT.09.05.2019	15,45,300.00
MAJRI	RB/MA/GM/4450/HEMM STORES/03/01/A&B/2019-20 DT.25.07.2019	06,24,429.00
WANI NORTH	REV/WNA/HQ-A &B/19-20/EXCV/03/DT. 10.06.2019	24,42,000.00
WANI	RB/WA/CGM/495/19-20/E&M(HQ) Centralised Stores/1001/4350 DT.14.05.2019	36,26,140.00
CHANDRAPUR	RB/CHA/AREA/MB/A&B-HEMM STORES/79/06/19-20 DT.14.05.19	39,49,450.00
BALLARPUR	BA/RB/3/161/19-20/HEMM A&B spares DT.23.05.19	55,69,600.00
	TOTAL from MB 19-20 of HEMM Drill Bits	1,98,66,329.00
	From Balance budget of A&B class spares of CAT 50/60 Dumpers-OEM category	08,22,375.00
	Total	2,06,88,704.00


(S.Pawar) 16/9
Sr.Manager(MM)


(K.S.R. Divakar)
Chief Manager(MM)