

**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

M/F

Supply Order No :11000132420023

DT : 29 .04.2020.

SUPPLY ORDER

To
M/s. SAI DEEPA ROCK DRILLS PVT.LTD
Plot no.106 & 107, Phase-II,
IDA Chelapally,
HYDERABAD – 500 051
TELANGANA

BY REGISTERED POST
Phone : 9848532998
VENDOR CODE :535003
VENDOR TYPE : Private
Email-jonathan@saideepa.com

Dear Sir,

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

Ref : 1. Our Tender No. hg_pur-sp-e053-2019-20, opened on 08.08.2019

Tender id : 2019_WCL_144163_1

- Your Online offer dated 06.08.2019 under Bid id : 429126 & subsequent clarifications on portal.
- Your Letter no. SD/RRB/WCL/053 dated 01.02.2020

This has reference to above. We are pleased to Place **VENDOR DEVELOPMENT / TRIAL 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.	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.	3	21,500.00	3,870.00	25,370.00	76,110.00
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	31	14,200.00	2,556.00	16,756.00	5,19,436.00
TOTAL							5,95,546.00

Total Value:- Rupees Five Lakhs Ninty Five Thousand Five Hundred and Forty six only.

Make of Drill Bits : SAI DEEPA

Manufacturing Location : PLOT NO: 106, Phase II, I.D.A Cherlapally, Hyderabad-500051, Telangana, India

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.

29/4/2020

2. **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.
3. **Delivery :** The delivery shall be completed within 3 months from the date of placement of supply order. The delivery shall be reckoned from the 7th day of placement of supply order.
4. **Payment Terms :** 100% payment shall be made after successful completion of guaranteed meterage and upon satisfactory performance certified by GM(Excv)-HOD, WCL.
5. **GUARANTEE / WARRANTY:** You shall give a gurantee/warranty for satisfactory performance of the supplied drill bits for the guaranteed meterage as indicated below: The material supplied by you shall be warranted in respect of proper design, quality and workmanship.

The average guaranteed life is furnished as below:

Item Sl. No	Drill Bit Size	Guaranteed meterage	Minimum Guaranteed Meterage
1	Tricone Rock Roller Drill Bits 6 ¼" Tungston Carbide	2980	745
2	Tricone Rock Roller Drill Bits 6 ¼" Milled Tooth	2400	600

If the item fails before achieving the guaranteed life, the supplier shall have to replace the items free of cost within 30 days from date of intimation and performance of such item will be monitored fresh.

(a) Minimum guarantee meterage : The minimum meterage for each drill bit of each size will be 25% of the average 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/joint inspection 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.

6. TRIAL PERIOD: Drill bits supplied shall perform satisfactorily for the average guaranteed meterage as indicated in the guarantee/warranty clause. After satisfactory performance of complete drill bits and achieving the average guaranteed meterage as per supply order ,the firm will be declared as proven source for the item.

If any second drill bit supplied against the drill bit failed before minimum guaranteed meterage bit, fails to achieve the minimum guaranteed meterage, further replacement of will not be allowed and average meterage will be computed without taking account of meterage of such drill bit for the total number of bits ordered.

If the bits supplied do not achieve guaranteed meterage and do not perform as per the supply order, performance of drill bits shall be deemed as unsatisfactory and the security deposit of the bidder shall be forfeited upon confirmation from GM(Excv)-HOD.

7. Paying Authority: General Manger, (F)/c WCL, HQ. Nagpur (MS)-440001.

8. Consignee: The Depot Officer, Central Store, Tadali, At- Urjagram, P.O. TADALI, Dist. Chandrapur. (M.S) 442 106 . GST No. : 27AAACW1578LIZW

9. **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.
10. **Security Deposit :** You shall furnish Security deposit amount for Rupees 59,555/- (Rupees Fifty Nine Thousand Five Hundred Fifty Five 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 Format at Annexure B.
10. **Fitment Guarantee:** Bidders to certify that their 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.
11. **Identification marks:** The manufacturer should mark their identification marks or Logo on non ~~wearable surface of the product.~~
12. **Technical Support Services:** In addition to normal after sales and service, bidder shall render technical support and service to ensure usage, maintenance and satisfactory performance of Drill bits supplied by you. The representative of the firm must visit as and when required basis to provide technical support services to the areas of WCL where drill bits supplied by them are used.
13. **Inspection:** Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores.
14. **Price Certificate:** By uploading the tender the bidder undertakes 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 offer."
15. **Price Fall Clause:** The Bidder undertakes that they have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded.
16. **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 Sai Deepa Rock Drill** make and have been actually manufactured in our works situated at PLOT NO: 106, Phase II, I.D.A Cherlapally, Hyderabad-500051, Telangana, India
17. **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.

- e. Manufacturers test certificate, if applicable.
- f. Fitment Certificate, if applicable.
- g. Price fall Certificate and Price Certificate
- h. Any other document as specified in the Order.

18. LIQUIDATED 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,

- a) 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 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.

19. 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.

- a. You will advise, in the event of you 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 fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, WCL 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, you 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 WCL nor you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

20. EFT Details for payment :

ACCOUNT DETAILS OF THE BIDDER FOR ELECTRONIC FUND TRANSFER FOR PAYMENTS:	
Name of the Bank and Branch	KOTAK MAHINDRA BANK LIMITED
Address of the Branch of the Bank	1-7-1, SUBBARAMI REDDY COMPLEX, SP RAOD, SECUNDERABAD-500003
Account Number	'700044012578
Nature of Account	Current
IFS Code of the Branch	KKBK0007456

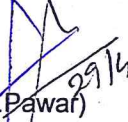
[Handwritten signature]
29/4/2020

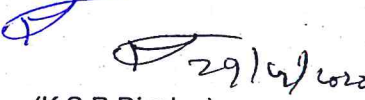
21. **JURISDICTION** : Any dispute arising out of this contract shall come under sole jurisdiction of Nagpur Court, Nagpur, Maharashtra, India.

Unless otherwise specified above, this supply order 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.5,95,546.00/-only**

BC references : Against MB20-21 of HEMM Drill Bits

AREA	BC REFERENCE	BC AVAILABLE
NAGPUR	AFM/CGM/NGP/BC/REV/HEMMA&B/HQ/19-20/P-125/73 DT.24.05.2019	29,07,520.00
UMRER	WCL/UA/HQ/HQ /HEMM SPARES/04/04 DT.06.04.2020	15,36,832.00
MAJRI	RB/MA/GM/4460/HEMM STORES/06/05/A&B/2020-21 DT.13.03.2020	10,38,400.00
WANI NORTH	REV/WNA/HQ-A &B/20-21/EXCV/02/DT. 04.04.2020	27,77,000.00
WANI	RB/WA/CGM/486/20-21/A&B class(HQ) /1001/4350 DT.15.03.2020	48,34,696.00
CHANDRAPUR	RB/CHA/AREA/MB/A&B-HEMM STORES/90/02/20-21 DT.17.03.20	42,59,800.00
BALLARPUR	BA/RB/4/175/20-21/HEMM A&B spares DT.22.03.2020	80,59,400.00
	TOTAL	2,54,13,648.00


(S. Pawar)
Sr. Manager(MM)


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

