

SO no: 11000930719280 dt. 27-03-2020

1

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)
सामग्री प्रबन्धन विभाग



Department of Material Management

CIN – U10 100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

पंजी. का. :कोयला बिहार, सिविल लाईंस, नागपुर (महाराष्ट्र)-440001/Coal Estate, Civil Lines, Nagpur(MS)-440001

SO. NO. 11000930719280

Dt: 27-03-2020

SUPPLY ORDER

To

M/s. SBL ENERGY LTD

84, Hill Road, Ram Niwas

Flat no: 204, Ramnagar, Nagpur - 440010

Maharashtra

email: marketing@sblenergy.com

Vendor Code: 516992

Vendor Category: Manufacturer

Phone no: 0712-2543257

Dear Sir,

Sub : **Supply order for Supply of L D Explosives (Column & Boosters)**

Ref : 1. Emergency Committee Purchase enquiry

2. Your offer no: Nil dt. 25-03-2020 and 26-03-2020

This has reference to above, we are pleased to place our supply order on you for the supply of **L D Explosives (Column & Boosters)** as per the rates , technical specifications and terms and conditions stipulated below and other terms and conditions as per the CIL Running Contract no. CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019 (Enclosed herewith)

Sl	Item Description	Product Name	Unit	Qty	FOR destination price per unit as per CIL RC: 2019-21	Extended value
1	LD Explosives (Column)	Neocol (Special)	MT	1179	27805.00	32782095.00
2	LD Explosives (Booster)	Neoprime (Special)	MT	321	30804.00	9888084.00
Sub-Total						42670179.00
GST @18 %						7680632.22
Total Order Value						50350811.22

Total Order Value: Rs. 5,03,50,811.22

(Rupees Five crores three lakhs fifty thousand eight hundred and eleven and twenty two paise only)

Note: The above Ordered is placed due to the prevailing Emergency circumstances and the order Quantity is for the emergent requirement for 30 days. Further WCL reserves its right to review the order quantity depending upon the prevailing circumstances.

OTHER TERMS & CONDITIONS:

1(a) Prices: Prices are on FOR Destination Basis, inclusive of Packing, forwarding, transit Insurance and freight upto destination basis.

(b) Price Variation Clause : As per cl no: 5.1 to 5.7 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019

2. **Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18%
You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

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.

(Other GST clauses shall be as per As per cl no: 6.1 to 6.10 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019

3. **Delivery:** Delivery to start from 4th day onwards from the date of generating RE-11 by the respective Consignee . Area wise allocation and Consignee Details will be communicated to you by HOD(MIS) WCL Hqrs
4. **Final Inspection:** Final inspection of the consignment shall be carried out at destination stores, which will be arranged by the consignee on receipt of complete consignment as per order description.
5. **Consignee : Consignee / Area Details will be communicated to you by HOD(MIS) WCL Hqrs as per the Allocation. GSTIN : 27AAACW1578L1ZW (Consignee in Maharashtra) - 23AAACW1578L1Z4 (Consignee in Madhya Pradesh)**

7. **Payment terms:** 100% payment shall be made within 21 days on receipt and acceptance of the materials at site or submission of bill whichever is later
8. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001
9. **EFT Details :-**(as per the Bank Mandate of the CIL RC no:CIL/C2D/Bulk Explosive/2019-21/SBL/136 dt. 10-10-2019 on M/s. SBL Energy Limited

Name of the Bank	PUNJAB NATIONAL BANK
Branch & Location	Darodkar Square, CA Road, Nagpur, Branch Code 035300
Account Number; Nature of Account	0353008700014135 CASH CREDIT
IFS CODE of the Branch	PUNB0035300

10. **Dispatch Instruction:** As per cl no: 13.1 to 13.5 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
11. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee (SDBG) of any scheduled bank for 10% (ten percent) value of the Order i.e. **Rs.50,35,081.00** (Rupees Fifty Lakhs thirty five thousand and eighty one only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-B. Security deposit money will be refunded to you 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.
12. **Performance Bank Guarantee: Not applicable.**


Handwritten signatures and initials in blue ink.


13. **Technical Parameters:** As per cl no:17 & Annexure-3 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
14. **Random Test:** As per cl no: 19.0 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
15. **Essential Mandatory Testing Requirements:** As per cl no: 20 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
16. **Powder Factor:** As per cl no: 21 and Annexure- 4 (applicable for WCL) of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
17. **Performance and Penalty :** As per cl no: 22 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
18. **Technical Service :** As per cl no: 23 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
19. **Statutory Obligations:** As per cl no: 24 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
20. **Permission / License :** As per cl no: 25 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
21. **Liquidated Damages :** As per cl no: 15 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
22. **Risk Purchase :** As per cl no: 16 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
23. **Price Fall Clause :** As per cl no: 07 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019
24. **Price Certificate:** You must submit a Price Certificate in all your Invoices in the following format:
" It is certified that the prices indicated in this invoice are not higher than the amount billed to other Govt. Organizations / PSUs during the contract period.
25. **Force Majeure Clause:** As per cl no: 26 of the CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019


26. Jurisdiction of Courts: The court of the place from the acceptance of tender has been issued I.e Nagpur Court shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

27. General Terms and Conditions: This order shall also be governed by the General Terms and conditions of supply of stores enclosed as Annexure A, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


27.03.2020
(S P Rath)
मूक्य.प्रबंधक (Min),
HOD(MIS)
Enclosures: -


27/3/2020
(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)

Yours faithfully

27/3/2020
(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

1. General Terms and Conditions (Annexure A)
2. Format of Security Deposit Bank Guarantee
3. CIL Running Contract no: CIL/C2D/LD/2019-21/RECL/142 dt. 10-10-2019 with M/s. Rajasthan Explosives & Chemicals Limited

Copy to :

1. TS to Dir(Tech)Opn ; TS to Dir(Tech)P&P
2. HOD(MIS), WCL Hqrs - Order Quantity is for the emergent requirement for 30 days. He may review the order quantity depending upon the prevailing circumstances.
If the existing RC holders resume the supplies in the intermitten period
3. GM(Fin)-I WCL(HQ), Nagpur
- 4 Area Nodal Officer, Explosives, WCL All Areas
5. Depot Officer, WCL, All Areas
6. Sr. Manager(Fin)CP, WCL Hqrs
7. Ch. Manager(MM) / Admin- WCL hqrs

Indent details: Approved Emergent Indent no: 415 dt. 27-03-2020

Budget Certification: As per confirmation of GM(Fin) No Budget Allocation is made for Explosives as per the existing practice of MIS, order may be placed towards allocation of Explosives without budget.

This issues with the approval of Empowered Committee of Functional Directors headed by CMD, WCL in its 8th meeting held on 27-03-2020, communicated by Company Secretary, WCL vide no: WCL/ BD Sectt/ECOFDs/2019-20/1435 dt. 27-03-2020

27.03.2020
(S P Rath)

मूक्य.प्रबंधक (Min),
HOD(MIS)

N V RAGHU BABU
27/3/2020
(N V RAGHU BABU)

मूक्य.प्रबंधक (सा.प्र)

27/3/2020
(K S R Divakar)

मूक्य.प्रबंधक (सा.प्र)