



WESTERN COALFIELDS LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
CIN U10100MH1975GOI018626

M/F

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

PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5708 Fax : 0712-2510284

Supply Order No- 11100130119073

DT : 12.07.2019

SUPPLY ORDER

प्रति,

To
M/s. Mining Machine Tools,
Plot No.82,
Industrial Area,
KORBA (CG)-495681.

BY REGISTERED POST
FAX : 07759-2266459457
VENDOR CODE : 133024
VENDOR TYPE : MSME

Email -mining machine@rediffmail.com

महोदय ,

Sub : Order for Supply of Drill Rods for HEMM against MB-19-20.

Ref :1. Our Tender No. hq-pur-sp-e006-2019-20 opened on 08.05.2019 (Tender Id
No.2019_WCL_1355991_1)

2. Your Online offer on portal dated 05.05.2019 under Bid id : 398846.

In reference to above, we are pleased to Place **FORMAL ORDER** on you for Supply of **Drill Rods** for **HEMM** at the rates, terms and conditions stipulated below and General terms and Conditions enclosed.

Sr no	NIT Sr. No	Description	Unit	Qty. Nos	Rate per Unit (in Rs.)	GST @ 18% (in Rs.)	Unit Rate value with GST (in Rs.)	Extended Value (in Rs.)
1.	1.	Drill Rod 5" OD25' Long 12.7mm wall thickness. Make: MMT as per details technical specification enclosed in Annexure "A" Part No.94024015 Application : Rotacol M.Code:11406650383	No	16	29,400.00	5,292.00	34,692.00	5,55,072.00
2.	2.	Drill Rod Drill Rod 5" OD25' Long 12.7mm wall thickness, BECO thread. Make: MMT as per details technical specification enclosed in Annexure "A" Part No.A8869 Application :RECP 650 M.Code: 11404995866	No	12	29,400.00	5,292.00	34,692.00	4,16,304.00

3	3	Drill Rod 8-5/8" * 35' long Application: IDM70 Make: MMT as per details technical specification enclosed in Annexure "A" part No.70037122 M.Code: 11405994074	No	2	1,32,500.00	23,850.00	1,56,350.00	3,12,700.00
GRAND TOTAL							12,84,076.00	

Total Value:- Rupees Twelve Lakhs Eighty four Thousand Seventy Six only.

OTHER TERMS & CONDITIONS

- PRICES** : FOR Destination basis, including of Packing, forwarding and freight Price to remain Firm for entire validity of the contract.
- GST** :- GST shall be payable extra as applicable within stipulated delivery period. The present rate of GST is @18%. You shall submit GST compliant invoice as per GST act enabling WCL to avail ITC. In case of any failure on your account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.
- Delivery** : The supply shall be completed within 3 (Three) months from the date of issuance of supply order. The delivery period shall be reckoned from the 7th (Seventh) day of the order date.
- 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. Bank Account details provided by you for making EFT are as under.

Branch Name & Location	STATE BANK OF INDIA, Main Branch, T.P.Nagar , KORBA, (CG)
Account No.	30469288366
Type of Account	Cash credit
IFSC Code of the Branch	SBIN0000540

- 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 TIN 27780000004V
- Mode of Dispatch**: - All the stores securely packed are to be dispatched by road transport to the Consignee on Freight paid basis. Safe arrival of materials is the responsibility of supplier.
- Integrity Pact** : Not Applicable.
- Performance Bank Guarantee** : Not applicable.
- Security Deposit** : You shall furnish Security deposit amount for rupees Rs.1,28,408/- (Rupees: One Lakhs Twenty Eight thousand Four hundred Eight 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. Format of Bank Guarantee is enclosed at Annexure-C. Bank Guarantee should be in the four of Western Coalfields Ltd., 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 Current Account No. :0059018053
beneficiary/Address of the Bank Cust ID: 556096497
ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Line Nagpur
IFSC code ICIC0000059
Bank Manager Name & Ph.no. Hrushikesh Sakalkale Ph.: +91-9923202096

BG Advising Message- 760COV/767COV via SFMS

Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

11. **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. A certificate to this effect shall be submitted by you along with each supply.
12. **Inspection:** Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores.
13. **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 to other customers worldwide including any other PSUs/Govt.Deptt or any other subsidiaries of Coal India Limited.
14. **Manufacturer'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 **Mining Machine Tools**, make and have been actually manufactured in our works situated at **Plot No.82, Industrial Area, Korba, Chattisgarh -495681**.
15. **GUARANTEE/WARRANTY :** The guaranty / warranty for each drill rods as at item sn 1 & 2 is 10,000 meters or 18 months from date of supply whichever is earlier. The guaranty/warranty for each drill rods item sn 3 is 15,000 meters or 18 months from date of supply whichever is earlier.
The supplier shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for the supplier to replace or to renew any defective part, such replacement or renewal shall be made by the supplier 100% free of cost without any extra cost to Western 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 one month from the date of claim free of cost up to ultimate Consignee's end. All cases of warranty replacements to be decide on the basis of joint inspection of the failed good held between the user's representative and the **supplier's representative**.
16. **Price Certificate Clause:-**You have certified in your offer that you have not offered the same products at a price lower than that covered in this order in respect of any other ministry/department of the Govt. of India or PSUs. In case you offer the lower price for the same item under similar terms with in validity of this order to ministry/department of the Govt. of India or a PSUs, you undertake to notify such reduction to the WCL and the same will also be applicable against this order.
- 16.B. **Price Fall Clause :** The bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that officer in the present bid in respect of any other Ministry/Department of Govt. of Indis or PSU and if found at any stage that similar products/ system 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.
17. **SUBMISSION OF BILLS :**
- a.For claiming **100% payment**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
- GST compliant Invoice enabling WCL to avail ITC.
 - Packing list in original giving details of bill of materials, if applicable.
 - Consignment note / RR/ LR in original.
 - Warranty / Guarantee certificate.
 - Manufacturer's test certificate

- (vi) Fitment Certificate.
- (vii) Any other document indicated elsewhere in the order.
- (viii) Price fall certificate.

- 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. Risk Purchases Clause :** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated dated/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. Or its Subsidiary Companies 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. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. And in any other Subsidiary Companies/CIL. Risk purchase action may be initiated under any of the following conditions.
- a. When the supplier fails to deliver the materials even after the delivery period is extended on request from the supplier.
 - b. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
 - c. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
 - d. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
 - e. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.
- 20. 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.

Annexure 'A'Technical Specifications

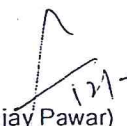
NIT Sl.No.	Description of Item *	Specification Parameter *
1	Drill Rod 5"OD 25' Long 12.7mm wall thickness	Part NO :94024015 Application : Rotacoal / IDM 30
		Order Quantity : 16 Nos
		Make of the offered Drill Rod : MMT
2	Drill Rod 5"OD 25' Long , 12.7mm wall thickness BECO thread	Part NO :A8869 Application :REL C650D
		Order Quantity : 12 Nos
		Make of the offered Drill Rod : MMT
3	Drill rod 8-5/8" X 35' Long	Part NO :70037122 Application :IDM 70
		Order Quantity : 2 Nos
		Make of the offered Drill Rod : MMT

Technical support service :

You shall render technical support & services to ensure fitment , proper usage , maintenance and satisfactory performance of supplied spares.


Identification marks:

You shall mark your identification marks or Logo on non wearable surface of the product.


(Sanjay Pawar)
Sr.Manager(MM)

 12/7/19
(K.S.R. Divakar)
Chief Manager(MM)

21. **JURISDICTION OF TERMS:-** All disputes shall be subject to the jurisdiction of Nagpur Court only.

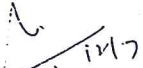

(S.Pawar)
Sr.Manager(MM)

भवदीय,

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

Encl: Details Technical Specification-Annexure-A
General Terms & Conditions -Annexure- B
Format for Security deposit - Annexure-C

1. GM/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.
2. GM(E&M)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. 12,84,076.00


(S.Pawar)
Sr.Manager(MM)


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

AREA-WISE ALLOCATION AND BUDGET CERTIFICATION (for internal circulation only)

SR. NO.	AREA	BC REFERENCE	BUDGET CERTIFIED
1	WANI	RB/WA/CGM/16/19-20/A&B class(HQ)/1001/4350 dt.20.05.19	4,23,349.00
2	WANI NORH	REV/WNA/HQ-A&B/19-20/Excv/06 dt.10.06.2019	36,000.00
3	NAGPUR	REV/CGM-NGP-BC/REV/HEMMSpares/A&Bclass/19-20/P-125/73 dt.24.05.2019	1,44,479.00
4.	UMRER	WCL/GM(U)/HEMM Spares/07/4/2019-20 dt.14.05.2019	72,240.00
5.	MAJRI	RB/MA/GM/4460/HEMM STORES/03/02/19-20 DT.31.07.2018	1,86,354.00
6.	CHANDRAPUR	RB/CHA/MB/Area/MB/A&B-HEMM-Store/79/05/2019-20 DT. 14.05.2019	2,16,719.00
7.	BALLARPUR	BA/RB/06/161/19-20/A&B/Class Drill m/c spares dt.28.05.2019	3,51,109.00
		TOTAL	14,30,250.00

ANNEXURE – “B”

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition; In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

- a) "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- b) The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- c) "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- d) The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
- e) The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- f) The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- g) The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- h) The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- i) The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- j) The term PARTICULARS shall mean the following :
 - k) Specification
 - l) Drawing
 - m) Sealed pattern denoting a pattern sealed and signed by the inspector
 - n) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - o) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - p) Proprietary make denoting the product of an individual manufacturer
 - q) Any other details governing the construction, manufacturer and or supply as existing in the contract
 - r) STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - s) The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - t) The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - u) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - v) WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - w) UNIT & QUALITY means the unit and quantity specified in the schedule.
 - x) SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
 - y) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
 - a. The consignee at his premises or
 - b. Where so provided the interim consignee at his premises or
 - z) A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - aa) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.



5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever.