

SO no: 11100130119196 dt. 20-12-2019

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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 – U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

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

SO. NO. 11100130119196

Dt: 20-12-2019

**SUPPLY ORDER**

To

M/s. Max Torque Drives Pvt Ltd

Vendor Code: 116179

W-71, MIDC

Kupwad, Sangli - 416436

Maharashtra

nishant@max-torque.com

Vendor Category: Manufacturer ( MSE)

Phone no: 0233-26454009, 9225727888

GSTIN no: 27AAJCM2381A1ZP

Dear Sir,

Sub : Formal Order for Supply of Spares for 24/96 Dragline

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e093-2018-19, opened on 04-02-2019 (tender id 2019\_WCL\_126819\_1)
2. Your offer vide Bid id no : 376303 dt. 31-01-2019 and your subsequent clarifications / short fall documents on e-procurement portal
3. Your letter vide no: Nil dt. 21-08-2019, vide no: MT-WCL-2018-19-051 dt. 16-10-2019, vide no : MT-WCL-2018-19-051 dt. 07-11-2019 and vide no: MT-WCL-2018-19-051 dt. 21-11-2019

This has reference to above. We are pleased to place our FORMAL ORDER on you for the supply of **Spares for 24/96 Dragline** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No.	Item Description and OEM Part no	Item Code	Quantity	Units	Basic Price Rs.	Total Value Rs.
1	1.1 Intermediate gear wheel, Part No: 26012G276 / 26012G316 :	11301050622	1	No	2720000.00	2720000.00
	1.2 Key Intermediate gear wheel, Part No : 26902D254	11301050678	1	No	850.00	850.00
	1.3 Key Intermediate gear wheel, Part No: 26902D255	11301050666	1	No	850.00	850.00
	1.4 Key Intermediate gear wheel, Part No: 26902D256	11301050693	1	No	850.00	850.00
	1.5 Key Intermediate gear wheel, Part No : 26902D257	11301050681	1	No	850.00	850.00
2	Intermediate shaft and Pinion, Part No : 26012G2813 / 26012G317	11301050634	1	No	2235500.00	2235500.00
3	Motor Shaft & Pinion , Part No: 26012G303 / 26012G313	11301050619	2	No	692750.00	1385500.00
			Total Value			6344400.00
	Make: Max – Torque Drives Pvt Ltd		GST: Extra @ 18%			1141992.00
			Total Order Value			7486392.00

Total Order Value: Rupees Seventy Four Lakhs eighty six thousand three hundred ninety two only

**TECHNICAL SPECIFICATIONS:** The part no and description indicated above are technical specification of the items as per the OEM Part no and specifications / dimensions as per OEM standards. The supplied item shall be as per the technical specifications, dimensions, part no and application as per the NIT and shall conform to OEM standards, shall fit and function properly on the machine without any modifications and perform satisfactorily.

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**OTHER TERMS & CONDITIONS:**

1. **Prices:** The prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.
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% for all Items  
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.
3. **Delivery:** The delivery of the ordered items shall be completed within 09 (nine) months which shall be reckoned from the 7<sup>th</sup> day from date of placement of supply order .
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 :** Depot Officer, WCL Central Stores, Tadali, Urjagram, PO: Tadali, Dist: Chandrapur Distt 442406 – Phone / Fax no: 07172-237295 /237076 **GSTIN : 27AACW1578L1ZW**
6. **Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of material at site by the consignee or from the date of submission of bill whichever is later.
7. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001
8. **EFT Details :-**

Name of the Bank	ICICI BANK
Branch & Location	KUPWAD BRANCH, MIDC KUPWAD, SANGLI
Account Number; Nature of Account	339005000012, CURRENT
IFS CODE of the Branch	ICIC0003390

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 have to furnish Security Depot 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. **Rs. 7,48,639.00** (Rupees Seven Lakhs forty eight thousand six hundred and thirty nine 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.

11. **Performance Bank Guarantee: Not applicable.**

12. **Guarantee/ Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for 12 months from the date of installation and commissioning / fitment or 18 months from the date of receipt and acceptance of the materials at consignee's end whichever is earlier. You 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 your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 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.

**13. Liquidated Damages & Risk Purchase clause:** - 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% can be increased to 15% at the discretion of Head of MM Division.

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 canceling 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.

**14. SUBMISSION OF BILLS:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

(i) Pre-receipted and stamped GST compliant Invoice as per GST rules

(ii) Consignment note / RR/ LR in original (if applicable).

(iii) E-Way Bill ( if applicable ) as per the GST rules

(iv) Warranty / Guarantee certificate

(v) Fitment Guarantee Certificate

(vi) Price Certificate & price fall certificate

(vii) Manufacturing certificate to the following effect on the body of each bill

" Certified that the items supplied and included in this bill / invoice are manufactured by M/s. Max Torque Drives Pvt Ltd and have been actually manufactured in our works situated at ( address of the factory) "

(viii) Any other document indicated elsewhere in the order, if applicable.

**15. 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, 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 any 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.

You will advise, in the event of his 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 cession 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. For delay arising out of Force majeure, the bidder 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 the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist. If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

**16. Lowest Price Certificate:** You shall certify in your invoice in the following format

"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell or offer to sell the stores of identical description to any other organization during the period of contract"

*Handwritten signature*

*Handwritten signature*

**17. Price fall certificate:** You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the present bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any other ministry / department of Govt of India or a PSU at a lower price, then that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL. A certificate to this effect shall be submitted by you alongwith supplies

**18. Fitment Guarantee certificate:** You shall have to submit a fitment guarantee certificate that the supplied products are exact replacement of /fully interchangeable to the Original parts and will fit and and function on the equipment for which these are intended for without any modification. This fitment guarantee certificate is required along with manufacturer test certificate at the time of supply.

**19.** The order is placed on you as you being a MSE firm and your techno commercial capability to manufacture and deliver the ordered items has been ascertained by the committee during its visit to your factory. You should ensure the technical process flow of manufacturing as committed by you during the visit of the committee to ensure the quality of the supplied products and their proper fitment on the equipment and perform satisfactorily as per the Guarantee / Warranty terms.

**20. Identification mark:** You should mark your identification mark or logo on non wearable surface of the products

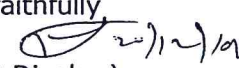
**21. Technical Support Service :** You shall provide technical support service for the supplied spares. Your representative should be available at the time of commissioning of the supplied items and must visit as and when required basis to provide technical support to the areas of WCL where the items supplied by you are used, for smooth running of the 24/96 Dragline.

**22. 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.

**23. General Terms and Conditions:** This order shall also be governed by the General Terms and conditions of supply of stores attached 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.

  
(N V RAGHU BABU)  
मूक्य.प्रबंधक (सा.प्र)

Yours faithfully  
  
(K S R Divakar)  
मूक्य.प्रबंधक (सा.प्र)

**Enclosures: -**


1. **Annexure A- General Terms and Conditions**
2. **Annexure-B- Format for Bank Guarantee**


**Copy to :**

1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv)/Depot Officer, WCL Wani Area
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs

**Indent details:** Indent no: IND/18-19/4360/00246 dt. 14-07-2018 for Spares for 24/96 Dragline for Mungoli OC of WCL Wani Area

**Budget Certification:** BC/WCL/REV/GM(EXCV)/2019-20/Dragline Spares/09/01/37 dt. 17-12-2019 for Rs. 74,86,392.00

  
(N V RAGHU BABU)  
मूक्य.प्रबंधक (सा.प्र)

  
(K S R Divakar)  
मूक्य.प्रबंधक (सा.प्र)