



(Under jurisdiction of Nagpur court only)  
**WESTERN COALFIELDS LIMITED**

(A subsidiary of Coal India Limited & A Government of India Enterprise)  
 CIN No. U10100MH1975GOI018626

Office of the General Manager(MM)  
 Materials Management Department,  
 Coal Estate, Civil Lines  
 Nagpur 440 001

Ph. PBX : 0712 - 2511381,  
 2511227 EXT 5859/5825/5538  
 Fax : 0712 - 2510284  
 Website : westerncoal.gov.in

Formal Supply Order No:11100130219257

Dtd : 13.03.2020

By REGISTERED POST

To,  
 M/s.H.R. INDUSTRIES  
 CHANDWARIDAND ROAD,  
 MANENDRAGARH  
 Dist KOREA, C.G.I  
 PIN : 713371  
 General

MSE

Vendor Code :  
 Phone: 08435221555  
 Fax: 07771-244082  
 Vendor Category: Small Industry-

Dear Sir,

Sub:- Supply of Coal Tub Wheels &amp; Axles.

- Ref:- 1. Our e-tender no. WCL/ hq-pur-ad-e-047-19-20(Tender Id-2019\_ WCL\_ 142478\_1)  
 opened on 24.07.2019 for supply of Coal Tub Wheels & Axles.  
 2. Your offer/Bid Id no. 425986 Dtd 22.07.2019 & Subsequent clarifications.  
 3. Your letter no:-HRI/19-20/LET/46 Dt:-24.01.2020

With reference to the above, we are pleased to place formal order on you for supply of Coal Tub  
 Wheels & Axles as per the specification, rates, terms and conditions as stipulated below :-

Item Serial NO	Item Description	Quantity in Nos	Unit Basic Rate ( in Rs)	Extended Value ( in Rs)
	Coal Tub Wheels and Axles as per drawing No.WCL/CE(E&M)/4- 81/112 REV-II of 21.8.97 of WCL	621	2487.00	1544427.00
Add GST @5% in Rs.			77221.35	
Total procurement value inclusive of GST@5%			1621648.35	
Total Recommended Value			1621648.35	
Details of technical specifications are to be as per annexure- "A" and annexure "B"				

Total Value (in words):- Rupees Sixteen Lakhs Twenty One thousand Six Hundred Fourty Eight  
 and paise Thirty Five Only

**COMMERCIAL TERMS AND CONDITIONS:**

- Prices** : Prices shall remain firm till the execution of the order and on F.O.R. Destination basis inclusive of currently applicable GST Charges @18% and to be paid at actuals against documentary evidences.
- GST** : GST shall be payable extra as per prevailing rules against invoice raised as per GST laws. Tax invoices be submitted as per provision of GST Act 2017. Paying authority

/consignee shall avail Input Tax Credit for the goods/services. Present rate of applicable GST is 18% for supplies.

You have to comply with the terms and conditions of GST Act/Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. 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 your's to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

3. **Delivery :** Minimum 40% of the ordered quantity to be supplied within three months from the date of purchase order and balance quantity to be completed within six months from the date of purchase order. Delivery period to be reckoned from the 7th day of order date.

4. **Payment Terms :-** 100% Payment shall made within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later.

Details of Bank account for EFT are as under as per confirmation given in your offer:

**Bank Details:-**

Name of the Bank and Branch.	SBI, MANENDRAGARH
Account Number	110 32259864
Nature of Account	Current
IFS Code of the Branch	SBIN0000425

5. **Consignee:**

**Depot Officer, Central Stores, Tadali**  
Western Coalfields Limited

At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406  
Phone no: 07172- 237076, Fax no: 07172- 237295

GST No. (Provisional ID) for WCL Maharashtra Areas:- 27AAACW1578L1ZW

6. **Guarantee/Warranty:** The materials should be guaranteed for satisfactory operation and performance for a period of 12 months from the date of use or 18 months from date of receipt and acceptance of materials, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials shall be replaced within reasonable time.

8. **Security Deposit:-** Bidder has to furnish the security deposit amount of Rs.1,62,165.00/- which comes out to 10% of total order value within **15 days from the date of placement of order in the form of Bank Draft/ Bank Guarantee of any scheduled bank and the same shall be refunded to the firm within 30 days 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) wherever PBG required. However, in such case the amount of PBG should not be less than 10% (Ten percent) of landed value of order. **For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.**

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
Name of Bank	ICICI Bank
Bank Account No.	005905018053
Customer ID of Beneficiary	556096497
Department	Purchase
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	U Kati, Ph No: 0712-6627389

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

**9-FINAL INSPECTION:** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

**10. Submission Of Bills :** Pre- receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in “QUADRUPLICATE ” to the consignee along with following documents:

1. Consignment note/RR/LR in original.
2. Warranty/Guarantee certificate.
3. Delivery challan in original.
4. GST complied copy of invoice in Original signed by authorised signatory
5. Manufacturing certificate
6. Copy of valid BIS License for IS certification mark if applicable
7. Price Fall Clause Certificate and Price Certificate.
8. All test certificates as per technical specifications.
9. Any other documents mentioned elsewhere in this order/technical specification.

The consignee shall forward the bills to the paying authority duly accepted along with SRV well within time so that payment is released within stipulated period of 21 days.

**11-Paying Authority:-** General Manager (Fin), WCL Hqrs, Nagpur (MS) -440001

**12.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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management 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, WCL 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 WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**13. Force Majeure Clause :** If the execution of contract / supply order is delayed beyond the stipulated period 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 Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, the contract/ supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

**a)** The successful bidder 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.

**b)** 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.

**14. Risk Purchase Clause:**

In the event of failure of the supplier to deliver or dispatch within the stipulated date/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 also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i.** When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii.** 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.
- iii.** When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv.** When the materials are urgently required and the supplier fails to deliver the



materials within the extended/original delivery schedule.

v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

**15. Price Certificate:-** A Price Certificate shall be submitted by you along with consignment 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.*"

**16.Price Fall Clause:-** The bidder shall undertake that they have not supplied/are not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any state that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.


Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "D" enclosed herewith.

Please acknowledge receipt of this Supply order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Supply order as per terms and conditions, for execution.

Your faithfully,



Ashish Dixit  
Sr Manager (MM)

 13/3/2020

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

**Encl.:**

- I. Detailed technical specification:- Annex- "A"
- II. Drawing for specification-Annex "B"
- III. Format for Security Deposit-Annexure "C"
- IV. General Terms and conditions-Annexure- "D"

**Copy to:-**

1. Area GM/Depot Officer/AFM/SO(MM)/SO(E&M)-Wani North/ Pench / Chandrapur / Ballarpur/Nagpur
2. GM(E&M)HOD; GM(P&P)HOD, WCL (HQ) Nagpur
3. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
4. Depot Officer-Central Stores-Tadali.





This order is being issued for following quantity of Coal Tub Wheel & Axles against the below mentioned Budget against M.B quantity 19-20 area wise.

Area	Approved Qunatity in Nos	BC ref	BC amount
Pench	143	WCL/PENCH/AREA/BD/R/1/7/19/19-20 dt 10.07.2018	386416.00
Nagpur	96	AFM/CGM/NGP/BC/REV/ABC CLASS/MB/19-20/P-48/318 dt 09.03.2020	250690.00
Wani North	10	REV/WNA/HQ-A&B/19-20/E&M/08 dt 20.07.2018	27000.00
Chandrapur	286	RB/CHA/A&B/E&M /Other Store/76/16/19-20 dt 18.02.2020	746846.00
Ballarpur	86	BA/RB/HQ/E&M/Other/HQCP/05/158/1 9-20 dt. 12.03.2019	287188.00



Ashish Dixit  
Sr. Manager (MM)




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

## Annexure A

**Detailed Technical Specifications of Coal Tub Wheel & Axles**

SI No	Standard & Marking	
1.a	The specification shall conform to	IS :4001
1.b	Marking:-Each wheel shall have cast in the back of flange, the following information in recessed projected characters not less than 10 mm high : 1. Manufacturer identification mark, 2. The letter PM to indicate 1.5% manganese steel	
1.c	Technical Parameters	
1.d	Dimension of Wheels and Axles	As per drawing No.WCL/CE(E&M)/4-81/ 112/REV-II of 21.8.97 enclosed as Annexure-E
1.e	Material of Wheels	Grade 3 of IS : 2708
1.f	Material of Axle	Class 4 of IS : 1875
1.g	Heat Treatment	As per clause no. 6.1.1 of IS : 4001
1.h	Minimum Weight of each Wheel	17.5 kg each
1.i	Minimum Weight of Axle	10 kg
1.j	Total Weight(minimum) of Wheel and Axle	45 kg
Self Attested Work test certificate for materials of Wheels and Axles shall be submitted along with each consignment.		

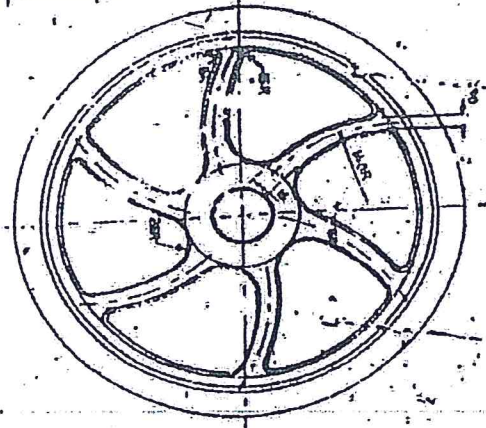
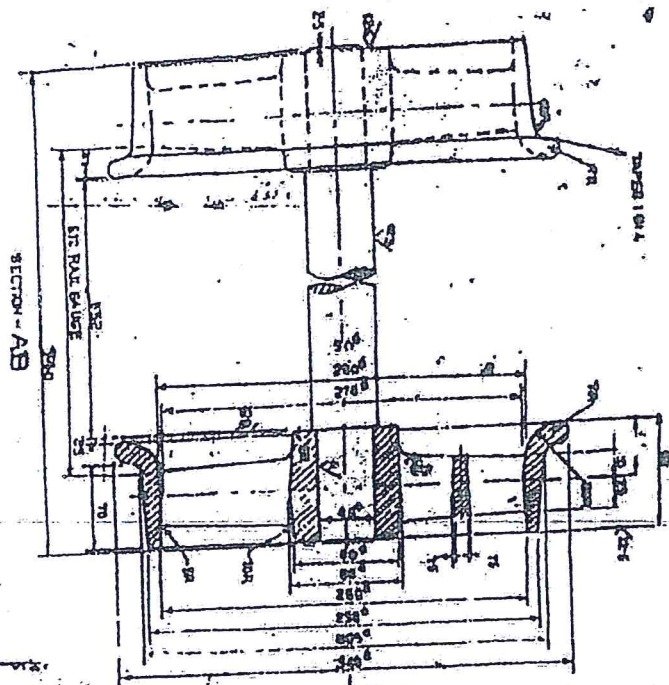
  
**Ashish Dixit**  
 Sr. Manager (MM)

  
**K.S.R. Diwakar**  
 Chief Manager (MM)

Annexure B

8500 27/11/13

<b>WHEEL</b>	<b>AXLE</b>
MATERIAL - CONFORMING TO	MATERIAL CONFORMING TO
(1) GRADE 3 OF IS 2708-59 (L-14)	(1) CLASS 4 OF IS 1875-59
	(2) STRAIGHTNESS OF AXLE
	MAX: 1.60 mm
HEAT TREATMENT: IS: 4001-1957 (6.1.1)	
ALL DIMENSIONS ARE IN MM WESTERN COALEIELDS LTD. COAL ESTATE, KAGPUR SCALE - N.T.S. DRAWING NO. WCL/CE/EN/17-57/REV.01 OF 22.8.97 C.G.M (E&M) C.E. (M&M) D.D.C.E.	



NOTE: WHEELS ARE PRESS FITTED ON AXLE WITH 6200 KI PA FORCE

D 3/3

(3)

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