

MIF



WESTERN COALFIELDS LIMITED ( A Subsidiary of Coal India Limited )
MATERIALS MANAGEMENT WING Coal Estate, Civil Lines, Nagpur – 440 001 (M.S.) Phone : PBX : 0712 2511381, 2511223 Extn. : 5606, 5708

Supply Order No:- 11100132418017

DT : 28.05.2018.

To  
M/s. Swastic Drilling Company Ltd.,  
2778/8, Hamilton Road, Mori Gate,  
Delhi-110006.

BY REGISTERD POST  
Vendor Code : 106021  
Vendor Type : MSE-General  
Fax : 011-23912048

Dear Sir,

Sub : Order for Supply of Drill Rods For UG applications against MB-17-18.

Ref : 1. Our Tender No. hq-pur-sp-e057-2017-18 opened on 25.09.2017,

Tender Id : 2017\_WCL\_76174\_1

2. Your Online offer on portal dated 22.09.2017 and subsequent correspondences on portal under Bid id : 225254.

3. Your email Letter reference Nil date 22.05.2018.

This has reference to above. We are pleased to Place FORMAL ORDER on you for Supply of Drill Rod's for U/G as per terms and conditions stipulated below and General terms and Conditions enclosed.

Sl. No	NIT Sl.No.	Item Description	Unit	Qty. (Nos)	Rate per Unit (in Rs.)	GST @ 18% (in Rs.)	Unit Extended value ( in Rs.)	Total Amount (in Rs.)
1	6	22 mm Hexagonal Drill Rods- 2400 mm size (Length) with hole in center. (Detail technical specifications as per Annexure A) Material Code : 94050620012	No	51	1,540.00	277.20	1817.20	92677.20
GRAND TOTAL								92,677.20

Total Value:- Rupees Ninety Thousand Six Hundred Seventy Seven and Twenty Paise only.

**OTHER TERMS & CONDITIONS**

- PRICES** : The above Prices are FIRM and on FOR Destination basis, inclusive of P&F & Freight & insurance
- GST** :- GST shall be payable extra as applicable within stipulated delivery period. You shall submit GST complaint invoice enabling WCL to avail Input Tax Credit (ITC) under GST. 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 months from the date of issuance of supply order which shall be reckoned from the 7<sup>th</sup> 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.
- 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. GST No. 27AAACW1578L1ZW, 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. As the delivery of goods by you is on F.O.R. Destination basis, the movement of the goods is to be initiated by you and issue e-Way Bill

*[Handwritten signatures and date]*  
28/05/18

8. **Security Deposit :** You shall furnish Security deposit amount for rupees Rs.9268/-(Rupees: Nine thousand Two hundred Sixty Eighty 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.
9. **Inspection:** Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores.
10. **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 M/s Swastic Drilling Company Ltd., make and have been actually manufactured in our works situated at C-38, Sirgitti Industrial Area, Bilaspur, Chattisgarh.
11. **GUARANTEE/WARRANTY :**  
You shall give a warranty of satisfactory operation and performance of the items supplied by you for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials, which ever is earlier, at the consignee end by WCL. You shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so; If it become necessary for you to replace or renew any defective goods, such replacement should be made by you without any extra cost to WCL.  
In case of any failure under warranty, it will be the responsibility of the supplier to collect the items failed under warranty and deliver the replacement/Repaired item ( as per warranty/guarantee items) Free of cost up to user/consignee end.
12. **Price Certificate Clause:-** You have certified 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.
13. **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.
1. When the supplier fails to deliver the materials even after the delivery period is extended on request from the supplier.
  2. 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.
  3. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
  4. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
  5. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.



14. **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.
- (i) GST complied Invoice enabling WCL to avail ITC.
  - (ii) Packing list in original giving details of bill of materials, if applicable.
  - (iii) Consignment note / RR/ LR in original.
  - (iv) Warranty / Guarantee certificate.
  - (v) Manufacturer's test certificate.
  - (vi) Any other document indicated elsewhere in the order.

15. **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 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.

16. **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.

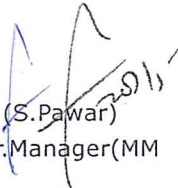
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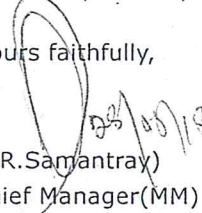
## 17. EFT Details for payment.

Branch Name & Location	CENTRAL BANK OF INDIA, Mori Gate, Delhi.
Account No.	1131164474
Type of Account	Current
IFSC Code of the Branch	CBIN0281605

This order is issued with this acceptance. Kindly acknowledge the receipt and proceed for execution of order.

  
(S. Pawar)  
Sr. Manager(MM)

Yours faithfully,

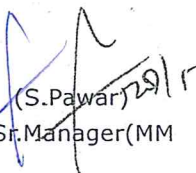
  
(C.R. Samantray)  
Chief Manager(MM)

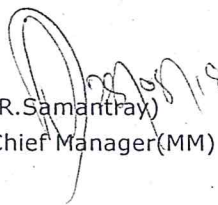
Encl: Details Technical Specification-Annexure-A  
General Terms & Conditions -Annexure- B  
Format for Security deposit - Annexure-C

BC Details -WCL/PKD/BC/18-19/Stores/HQ/Safety/HQ/24 dated 24.11.2017 for Rs. 1,50,160/- only.

Copy to :

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. 92,677.20**

  
(S. Pawar)  
Sr. Manager(MM)

  
(C.R. Samantray)  
Chief Manager(MM)

Supply order Ref : 11100132418017 DT : 29.05.2018

DETAIL TECHNICAL SPECIFICATIONS - ANNEXURE A

Description	Parameter
B-APPLICATION:	HEXAGONAL DRILL RODS are meant for drilling holes BY WET DRILLING IN COAL and STONE
C-MARKING :Each Drill Rod shall be marked	i. Diameter of Rod, ii. Manufacturer's name or Trade Mark
D- Technical Parameters	i-Diameter of Drill Rods: 22MM FACE TO FACE
	ii-Central flushing hole: 6 mm dia throughout the length
	iii-Size of the Drill Bit to be attached: 27MM
	iv-Type of attachment of the Drill Bit: Thread matching with Bit
	v-Size of the threads,(opposite to the rotation of drill bit): M16 up to 21.5 mm depth
	vi-Threads to be provided at One end, the other end should be suitable for fitment to ROOF BOLTER motor chuck. with 'O' ring ID-16mm,, OD-22mm, located at 10mm from smaller, 16 mm dia end of the rod
	vii-Hardness : 230 to 340 HV
	viii-Chemical composition in %:
	a-CARBON : 0.55
	b-MANGANESE : 0.70
	c-SILICON : 0.25
	d-SULPHUR : 0.03
	e-PHOSPHORUS : 0.03
ix-Type of section of the Drill Rods: HEXAGONAL section	
F-DOCUMENTS TO BE SUBMITTED ALONG WITH SUPPLY :	i-Metallurgical test certificate for the offered Drill Rods for physical and chemical properties shall be submitted along with supplies.

(S.Pawar)  
Sr.Manager(MM)

(C.R.Samartray)  
Chief Manager(MM)

