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

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

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

Supply Order No- 11100132418052

DT : 25.07.2018.

SUPPLY ORDER

To
M/s. Navdeep Industries,
Defence Bandh,
Bassi Road, Sirhind-140406,
Dist. Fatehgarh Sahib (Punjab).

BY REGISTERED POST
FAX : 0775-415051
VENDOR CODE : 133052
VENDOR TYPE : MSME
Email-kohinoor.carbide@gmail.com

Dear Sir,

Sub : Order for Supply of Drill Bits For UG applications against MB-18-19.

Ref : 1. Our Tender No. hq-pur-sp-ra-e156-2018-19 opened on 27.04.2018 (Tender Id No.2018_wcl_98913_1.)

2. Your Online offer on portal dated 24.04.2018 under Bid id : 294719.

This has reference to above. We are pleased to Place **FORMAL ORDER** on you for Supply of Drill Bits for **U/G** as per order 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 Extended value (in Rs.)	Total Amount (in Rs.)
1.	3.	Rotary Drill Bits for drilling applicable in Coal/Stone- 27 mm(Details Technical specification as per Annexure "A" enclosed) M.code- 89032026018	No	4000	80.00	14.40	94.40	3,77,600.00
GRAND TOTAL								3,77,600.00

Total Value:- Rupees Three Lakhs Seventy Seven Thousand Six Hundred 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. 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 months which 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.

(Handwritten signatures)

5. **Paying Authority:** General Manger, (F)I/c WCL, HQ. Nagpur (MS)-440001.
6. **Consignee:** The Depot Officer, Central Store, Tadali, At- Urjagram, P.O. TADALI, Dist. Chandrapur. (M.S) 442 106 TIN 27780000004V
7. **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.
8. **Security Deposit :** You shall furnish Security deposit amount for rupees Rs.37760/- (Rupees: Thirty Seven thousand Seven hundred Sixty 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. **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.
10. **Inspection:** Final Inspection shall be carried out at the destination stores, which will be arranged by the Consignee after receipt of stores..
11. **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.
12. **Manufacture'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 Navdeep Industries**, make and have been actually manufactured in our works situated at **Sirhind**.
13. **GUARANTEE/WARRANTY :** You shall give guarantee for meterage for the coal/stone drill bit. As under.

A) Guaranteed metrage for drilling in Coal	350 Mtrs
B) Guaranteed metrage for drilling in Stone	200 Mtrs

You shall be responsible for any defects that develop under the conditions provided for the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at your cost when called upon to do so. If it becomes necessary for you to replace or renew any defective portion of the goods, such replacement or renewal should be made by you without any extra cost of WCL. A certificate for this A certificate for this effect shall be submitted by you along with this supply.

14. **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.
15. **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

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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.

16. 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 compliant 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) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- (vii) Fitment Certificate.
- (viii) Any other document indicated elsewhere in the order.

17. 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.

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 25/07/18

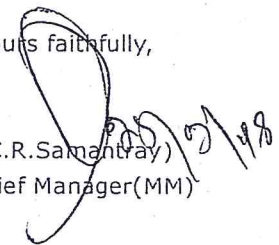
18. **FORCE MAJEURE CONDITION** : If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies 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.

19. EFT Details for payment.

Branch Name & Location	STATE BANK OF INDIA, Bassi Road, Sirhind-140406 Dist. Fatehgarh Sahib (Punjab)
Account No.	36164529543
Type of Account	Current
IFSC Code of the Branch	SBIN0005102

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

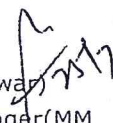

(S. Pawar)
Sr. Manager(MM)

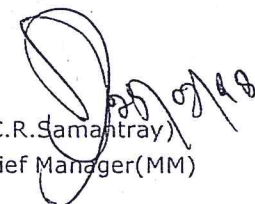
Yours faithfully,

(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 -Annexure -D

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. 3,77,600.00**


(S. Pawar)
Sr. Manager(MM)


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

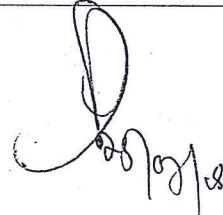
S/o No.11100132418052 dt. 25.07.2018.

ANNEXURE " D "

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

SR. NO.	AREA	BC REFERENCE	BUDGET CERTIFIED
1.	PKD	WCL/PKD/BC/18-19/HQ/SAFETY/22 DT. 24.11.17 & WCL/PKD/BC/18-19/STORE/HQ/SAFETY/24/ DT.24.11.2017	6876873.00
2.	KANHAN	FC/KAN/MB/05/18-19/26/11 DT.20.09.17	953017.00
3.	PENCH	WCL/PENCH/AREA/R/2/8/21/18-19 DT.29.08.17	2732275.00
4.	NGAPUR	OS/E&M/A&B/CLASS/HQ/PROCUREMENT/18-19/17 DT.28.08.2017	4260000.00
5.	UMRER	01/02 DT.28.08.17	367317.52
6.	MAJARI	-	-
7.	WANI NORHTH	REV/WNA/HQ-A &B/18-19/SAFETY/01/DT. 25.11.2017	559000.00
8.	WNAI	-	-
9.	CHANDRAPUR	RB/CHA/AREA/MB/E&M/STORE/59/01/2018-19 DT.03.09.17	851069.18
10.	BALLARPUR	BA/RB/E&M/OTHERSTORE/HQ/CP/06/139/18-19/ DT.16.10.17.	685220.00
		TOTAL	17284772.00

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Technical Specifications

Annexure A

A-Requirement: 27 mm Rotary Drill Bits for drilling application in Coal / Stone, Quantity – 4000 nos.
B-APPLICATION: ROTARY DRILL BITS are meant for drilling holes BY WET DRILLING IN COAL AND STONE
C-STANDARDS :
i-For Tungstan Carbide Tips:IS:4005-1967
ii-For Brazing material:IS:2927-1975
D-TECHNICAL PARAMETERS :
1-Type of Drill Bits:TCT Rotary Drill Bit (Type-A, one piece bit).
2-SHANK & BODY: High tensile steel with 0.50% to 0.60% Carbon
i-Hardness:40 to 45 HRC for Bit body
iv-The bit shall be suitable for 22mm Hexagonal Drill Rods with Hole for water flushing, drilling in coal / stone seam of compressive strength up to 900kg / cm ² .
v-Bit body shall have a special Radius design to allow smooth and unrestricted flow of cuttings away from the bit.
vi-Central hole size: 6-7 mm
vii-Threaded Length: 18mm
viii-Thread Size : M16
E-TIPS:
i-Grade of Tungsten Carbide Tips as per IS:4005 : Extra Tough Grade
ii-Hardness:1150 to 1250 HV
iii-Composition: 9 to 9.5 % Cobalt
iv-Cutting Angle:30° *20° clearance
v-Rake angle :+ 3 Deg.
vi-Brazing material as per IS:2927-1975 with latest amendments
F-Guaranteed meterage for drilling by Grade 'Extra Tough'
i-Coal :350 Meters
ii-Stone : 200 Meters

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Supply order ref: 1100132418052 dated 25.07.2018

ANNEXURE "C"

FORMAT FOR BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. _____ (Rupees _____ only). We _____ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of _____ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :
The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, _____ further agree that the _____ (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 20 _____ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.
5. We, _____ further agree with the _____ (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
7. We _____ lastly undertake not to revoke this _____ (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)

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Tender No. Hq-pur-xxx-e..... - 2017-18

Dated the _____ day of _____ 20 _____

Signature of the authorised person
for and on behalf of the Bank.

For _____
(indicate the name of the Bank)

pl note the procedure for submission of Bank Guarantee in SFMS platform

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
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:	Hrushikesh Sakalkale Ph n: +91-9923202096

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

Any extension / amendments to the BG shall be done following the same procedure as above.

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