



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

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

PHONE : PBX : 0712-2611381, 2510691 Extn : 5587 Fax : 0712-2510284

Supply Order No.: 11100132419093

DT : 04.09.20

SUPPLY ORDER

प्रति,

To

M/s. DRILL TEK TOOLS,
SADAR BAZAR,
BILASPUR (CG) 495001,

BY REGISTERED POST
MOBILE : 09229284317
VENDOR CODE : 133010
VENDOR TYPE : MSME
Email : h_tibdewal@yahoo.

Dear Sir,

Sub : Order for Supply of Drill Bits For UG applications against MB-19-20.

Ref :1. Our Tender No. hq-pur-sp-ra-e035-2019-20 opened on 26.06.2019 (Tender Id No.2019_wcl_139768_1.)

2. Your Online offer on portal dated 23.04.2018 under Bid id : 412437

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 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 (|
|--------------------|------------|---|------|------------|------------------------|--------------------|-------------------------------|--------------|
| 1. | 2. | Rotary Drill Bits for drilling application in Stone - 43 mm (Details Technical specification as per Annexure "A" enclosed) M.code-93930160151 | No | 17020 | 126.00 | 22.68 | 148.68 | 25,: |
| 2. | 3. | 27MM Rotary Drill Bit for drilling applications in COAL (Details Technical specification as per Annexure "A" enclosed) M.code-93930340035 | No | 4878 | 91.00 | 16.38 | 107.38 | 5,: |
| 3. | 4. | 27MM Rotary Drill Bit for drilling applications in STONE (Details Technical specification as per Annexure "A" enclosed) M.code-93930340035 | No | 3515 | 97.00 | 17.46 | 114.46 | 4,0 |
| GRAND TOTAL | | | | | | | | 34,50 |

Total Value:- Rupees Thirty Four Lakhs Fifty Six thousand Six Hundred Sixty & Fourteen I only.

OTHER TERMS & CONDITIONS

- PRICES :** FOR Destination basis, including of Packing, forwarding, freight & Insurance Pric remain Firm for entire validity of the contract.
- GST :-** GST shall be payable extra as applicable within stipulated delivery period. The pre rate of GST is @18%. You shall submit GST compliant invoice as per GST act enabling \ to avail ITC.
You shall comply with the terms and conditions of GST Act/ Rules such as issuance of Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit WCL. You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make paym of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to a 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 your par comply the above provisions , the entire amount including Interest (If any) borne by \ shall be recovered from you.

- Delivery :** The supply shall be completed within 3 (Three) months from the date of issue of supply order. The delivery period shall be reckoned from the 7th (Seventh) day of order date.
- Payment Terms :** 100% payment shall be made within 21 days from the date of receipt acceptance of the material at site or within 21 days from the date of receipt of suppliers t whichever is later. Bank Account details provided by you for making EFT are as under.

| | |
|---------------------------------|--|
| Branch Name | HDFC Bank Ltd., Link Road Branch |
| Branch Location Addresss | Block A, Rao Trade Center, Link Road, Bilaspur. |
| Account No. | 5020000 4571812 |
| Type of Account | Current |
| IFSC Code of the Branch | HDFC000071 |

- 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 the Consignee on Freight paid basis. Safe arrival of materials is the responsibility of suppli
- Integrity Pact :** Not Applicable.
- Performance Bank Guarantee :** Not applicable.
- Security Deposit :** You shall furnish Security deposit amount for rupees Rs.3,45,666/- (Rupees Three Lakhs Forty Five thousand Six hundred Sixty Six only.)i.e. 10% of total order value in the form of Demand Draft/ Bank Guarantee of any Scheduled/Nationalized B; within 15 days from the date of supply order. Format of Bank Guarantee is enclosec Annexure-C. Bank Guarantee should be in the four of Western Coalfields Ltd., in pape 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/ Cust ID: 5560964
 Beneficiary/Address of the Bank : ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil I
 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. **Manufacture's Certificate:** As the order is being placed on the basis of consideration that are a Manufacturer of the ordered materials, you have to provide a certificate to follow effect on the body of each bill."Certified that the items supplied and included in bill/invoice are **M/s Drill Tek Tools**, make and have been actually manufactured in works situated at **Bilaspur**.

12. **GUARANTEE/WARRANTY:** You shall give guarantee for meterage for the supplied drill b 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 s remedy such defects at your cost when called upon to do so. If it becomes necessary for y to replace or renew any defective portion of the goods, such replacement or renewal sh be made by you without any extra cost of WCL. A certificate for this effect shall be submitted by you along with this supply.

13. **Price Certificate Clause:-**You have certified in your offer that you have not offered the sa products at a price lower than that covered in this order in respect of any o ministry/department of the Govt. of India or PSUs. In case you offer the lower price for same item under similar terms with in validity of this order to ministry/department of Govt. of India or a PSUs, you undertake to notify such reduction to the WCL and the same also be applicable against this order.

14. **Price Fall Clause :** The bidder undertakes that it has not supplied/is not supplying sir product/systems or subsystems at a price lower than that officer in the present bid in res of any other Ministry/Department of Govt. of Indis or PSU and if found at any stage similar products/ system or subsystems was supplied by the bidder to any o Ministry/Department of the Govt.of India or PSU at a lower price than that very pi with due allowance for elapsed time, will be applicable to the present case and difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded.

15. **SUBMISSION OF BILLS :**For claiming **100% payment**, following documents are tc 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) Any other document indicated elsewhere in the order.

(vii) Price fall certificate.

16. LIDQUIDATED DAMAGES : In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specifications 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 than 0.5%(half percent) of the price of any stores which the successful bidder 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 account and at the risk of the defaulting supplier the stores not supplied or other a similar description without cancelling the supply order in respect of consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase 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 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 to 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.

17. 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 Company And in any other Subsidiary Companies/CIL.

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

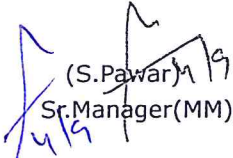
- a. When the supplier fails to deliver the materials even after the delivery period is extended on request from the supplier.
- b. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in 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.

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 subsidiary companies any allow such additional time by extending the delivery period it considers to be justified by the circumstances of the case and its decision shall 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.

- a) You will advise, in the event of having to resort to this clause, by a registered letter duly certify the local chamber of commerce or statutory authorities, the beginning and end of the causes of delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, 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 a period exceeding the period of delay attributable to the causes of force majeure and neither nor the supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

19. JURISDICTION OF COURTS:- All disputes shall be subject to the jurisdiction of Nagpur Court only.


(S. Pawar)
Sr. Manager(MM)

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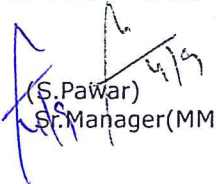

(K.S.R. Divakar)
Chief Manager(MM)

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

- GM/AFM/SO(MM)/DEPOT OFFICER, All Areas of WCL.
- GM(E&M)HOD, WCL(HQ).
- GM(Finance)I/C, WCL(HQ),
- Sr. Manager(Finance) CP, WCL(HQ), Nagpur
- Depot Officer, Central Store Tadali.
- Sr. Manager(MM/Admin), WCL(HQ), Nagpur - The total procurement value is **Rs.34,56,660.14**

AREA-WISE BUDGET CERTIFICATION (for internal circulation only)

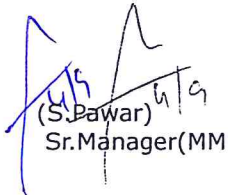
| Sr. No. | Area | BC Reference | BUDG Certific: |
|--------------|------------|---|-------------------|
| 1. | PKD | WCL/PKD/BC/19-20/STORE/HQ/SAFETY/16 DT. 12.11.18 | 887400 |
| 2. | KANHAN | FC/05/HQ/19-20/14 DT.24.10.18 & FC/MB/other stores/19-20/03 dt.06.07.2018 | 106440 |
| 3. | PENCH | WCL/PENCH/AREA/R/1/7/21/19-20 DT.10.07.18 & WCL/PENCH/AREA/R/2/7/21/19-20 DT.10.07.18 | 21200 |
| 4. | NAGPUR | OS/E&M/A&B/CLASS/HQ/PROCUREMENT/19-20/21 DT.20.07.2018 | 198875 |
| 5. | UMRER | WCL/GM(U)/HQ/other stores/AB Class/01/13/BC/19-20 dt.28.07.2018 | 48144 |
| 6. | WANI NORTH | REV/WNA/HQ-A&B/19-20/SAFETY/01/DT. 25.11.2018 | 40033 |
| 7. | CHANDRAPUR | RB/CHA/AREA/MB/A&B-E&M/STORE/01/2019-20/3160/00045 DT 15.6.18 | 77986 |
| 8. | BALLARPUR | BA/RB/E&M/OTHERSTORE/HQ/CP/02/58/19-20/ DT. 21.01.2019 | 132164 |
| TOTAL | | | 1,51,22,43 |


(S. Pawar)
Sr. Manager(MM)


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

| Technical Specifications | |
|---------------------------------|--|
| NIT Sl.No. | Specification Parameter * |
| 2 | <p>A. 43 mm Rotary Drill Bits for drilling application in Stone</p> <p>B-APPLICATION: ROTARY DRILL BITS are meant for drilling holes BY DRY DRILLING IN COAL AND STONE</p> <p>C-STANDARDS :</p> <p>i-Specification standard of drill bits conforms to :IS:8166-1988 ii-For Tungstan Carbide Tips:IS:4005-1967 iii-For Brazing material:IS:2927-1975</p> <p>D-TECHNICAL PARAMETERS :</p> <p>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 ii- The Bits shall br suitable for drilling in coal / stone seam of compressive strength upto 900kg / cm² iii-Bit body shall have a special Radius design to allow smooth and unrestricted flow of cuttings away from the bit.</p> <p>E-TIPS:</p> <p>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^o *20^o clearance v-Rake angle :+ 3 Deg. vi-Brazing material as per IS:2927-1975 with latest amendments vii-Guaranteed meterage for drilling a-Stone : 200 Meters</p> |
| 3 | 27 mm Rotary Drill Bits for drilling application in Coal |
| 4 | 27 mm Rotary Drill Bits for drilling application in Stone |
| | Common Parameter for NIT Sl.No. 3 & 4 |
| | <p>B-APPLICATION: ROTARY DRILL BITS are meant for drilling holes BY WET DRILLING IN COAL AND STONE</p> <p>C-STANDARDS :</p> <p>i-For Tungstan Carbide Tips:IS:4005-1967 ii-For Brazing material:IS:2927-1975</p> <p>D-TECHNICAL PARAMETERS :</p> |

| | |
|--|--|
| | 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 |
| | 4-Guaranteed meterage for drilling by Grade 'Extra Tough' |
| | i-Coal :350 Meters |
| | ii-Stone : 200 Meters |


 (S. Pawar)
 Sr. Manager(MM)


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

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 require

1. "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 upon by the supplier.
2. 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, permitted assignee as the case may be.
3. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or rate accepted by or on behalf of the purchaser.
4. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender or their successors or assignees.
7. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores works under the contract or his duly authorized agent.
8. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit stores works to ascertain the position of deliveries of stores purchased.
9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
10. The term PARTICULARS shall mean the following :
 - (a) Specification
 - (b) Drawing
 - (c) Sealed pattern denoting a pattern sealed and signed by the inspector
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) 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.
 - (f) Proprietary make denoting the product of an individual manufacturer
 - (g) Any other details governing the construction, manufacturer and or supply as existing in the contract
11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - (12) 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.
 - (13) 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.
 - (14) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - (15) WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - (16) UNIT & QUALITY means the unit and quantity specified in the schedule.
 - (17) SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract and approval of stores by the Inspector to:
 - a.i.1.a.i. The consignee at his premises or
 - a.i.1.a.ii. Where so provided the interim consignee at his premises or
 - a.i.1.a.iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - a.i.1.a.iv. The consignee at the destination station in case of contracts stipulated for delivery of 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 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 Indian Sale of Goods Act 1930 or the Indian Contract Act, 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