



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: 11100132419135

DT : 09 .10.2019

SUPPLY ORDER

प्रति,

To
M/s. GLOBAL MINING EQUIPMENT,
PLOT NO.81/A, INDUSTRIAL AREA,
KORBA (CG) 495681, (C.G.).

BY REGISTERED POST
FAX : 022-66459451
VENDOR CODE : 533015
VENDOR TYPE : MSME
Email-global_mining@rediffmail.com

महोदय ,

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

- Ref :1. Our Tender No. hq-pur-sp-e040-2019-20 opened on 27.06.2019 (Tender Id No.2019_WCL_140237_1)
2. Your Online offer on portal dated 15.06.2019 under Bid id : 411398.
3. Your offline Letter no. 081 dt. 22.08.2019

In reference to above, we are pleased to Place **FORMAL ORDER** on you for Supply of **Drill Rods** for **UG** at the rates, 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 Rate value with GST (in Rs.)	Extended Value (in Rs.)
1.	3	Diamond Section Rotary Drill Rods for drilling application in COAL/STONE size 39.7mm dia 1500mm length (Technical specification as per Annexure 'A') M.Code:93930160215	No	747	495.00	89.10	584.10	4,36,322.70
2.	4	Diamond Section Rotary Drill Rods for drilling application in COAL/STONE size 39.7mm dia 1800mm length (Technical specification as per Annexure 'A') M.Code:93930130351	No	5788	590.00	106.20	696.20	40,29,605.60
GRAND TOTAL								44,65,928.30

Total Value:- Rupees Forty Four Lakhs Sixty Five thousand Nine Hundred Twenty Eight and Thirty Paise only.

TERMS & CONDITIONS

- 1. **PRICES** : FOR Destination basis, including of Packing, forwarding, freight & Insurance Price to remain Firm for entire validity of the contract.
- 2. **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. You shall 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 your part to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you.

- 3. **Delivery** : The supply shall be completed within 3 (Three) months from the date of issuance of supply order. The delivery period shall be reckoned from the 7th (Seventh) day of the order date.
- 4. **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. Bank Account details provided by you for making EFT are as under.

Branch Name	SBI, Main Branch
Branch Name & Adress	SBI-304/305 Near Ashok Vatika T.P. Nagar Korba (C.G.) Tele.No.-07759-246003,Main Branch, Branch Code: 0540
Account No.	30477091094
Type of Account	Cash credit
IFSC Code of the Branch	SBIN0000540

- 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. **Integrity Pact** : Not Applicable.
- 9. **Performance Bank Guarantee** : Not applicable.
- 10. **Security Deposit** : You shall furnish Security deposit amount for rupees Rs.4,46,593/- (Rupees: Four Lakhs Fourty Six thousand Five hundred Ninty Three 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. Format of Bank Guarantee is enclosed at Annexure-C. Bank Guarantee should be in the four of Western Coalfields Ltd., 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. : Current Account No. :0059018053
Cust ID of beneficiary : Cust ID: 556096497
Beneficiary

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Dated: 09.10.2019

Address of the Bank

:ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Line 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 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 Global Mining Equipment** make and have been actually manufactured in our works situated at **Plot No.81, Industrial Area, Korba, Chhattisgarh -495681.**
12. **GUARANTEE/WARRANTY :** You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the materials for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of usage, which ever is earlier. 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 replacemen/repaired item free of cost upto the user/consignee end.
Warranty replacement should be completed within a reasonable period maximum within one month from the date of claim free of cost up to ultimate Consignee's end. All cases of warranty replacements to be decide on the basis of joint inspection of the failed good held between the user's representative and the **supplier's representative.**
13. **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.
14. **Price Fall Clause :** You shall undertakes that you have not supplied/ are not supplying similar product/systems or subsystems at a price lower than that officer in the present bid in respect of any other Ministry/Department of Govt. of Indis or PSU and if found at any stage that similar products/ system or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded.
15. **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) Fitment Certificate.
(vii) Any other document indicated elsewhere in the order.
(viii) 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 specification mentioned in the supply

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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.

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 Co. 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.

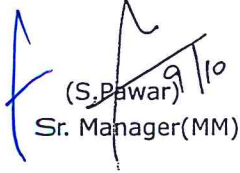
18. FORCE MAJEURE CONDITION : If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's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

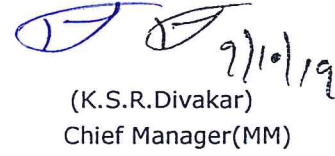
Supply order ref:11100132419135 Dated: 09.10.2019

- a) You will advise, in the event of 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 supplier shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

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

भवदीय,


(S. Pawar)
Sr. Manager(MM)



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

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

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. 44,65,928.30**

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

Sr. No.	Area	BC Reference	BUDGET Certificates
1.	PKD	WCL/PKD/BC/19-20/STORE/HQ/SAFETY/15 DT. 12.11.18	2889057.00
2.	KANHAN	FC/KAN/MB/05/19-20/01 DT.06.07.18 FC/MB/other stores/19-20/16 dt.12.11.2018	267420.01
3.	PENCH	WCL/PENCH/AREA/R/1/7/21/19-20 DT.10.07.18	930563.34
4.	NAGPUR	OS/E&M/A&B/CLASS/HQ/PROCUREMENT/19-20/05 DT.20.07.2018	3262438.05
5.	UMRER	WCL/GM(U)/HQ Other stores/01/12/AB class dt. 28.07.2018	301608.00
6.	WANI NORTH	REV/WNA/HQ-A&B/19-20/SAFETY/01/DT.31.07.2018	284970.00
7.	CHANDRAPUR	RB/CHA/AREA/MB/A&B-E&M/STORE/01/2019-20/3160/00038 DT 15.6.18	194320.00
8.	BALLARPUR	BA/RB/E&M/OTHERSTORE/HQ/CP/01/158/19-20/ DT. 21.01.2019	635051.45
		TOTAL	8765427.90



(S. Pawar)
Sr. Manager(MM)


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

Annexure ADetail Technical Specifications

A.1 – item1 : Diamond Section ROTARY DRILL RODS for drilling application in COAL/STONE ,Dia :- 39.7mm dia, Length :- 1500mm, Quantity : 747 nos
A.2 – item2 : Diamond Section ROTARY DRILL RODS for drilling application in COAL/STONE ,Dia :- 39.7mm dia, Length :- 1800mm, Quantity : 5788 nos
B-APPLICATION: ROTARY DRILL RODS are meant for drilling holes BY DRY DRILLING IN COAL AND STONE
C-STANDARD MARKING :
i-Specification standard to which Drill Rods conform to :IS:7868-1975
ii-Each Drill Rod shall be marked on the shank with :-
a-Diameter of Rod
b-Manufacturer's name or Trade Mark
D-TECHNICAL PARAMETERS :
i-Diameter of Drill Rods:39.7 mm
ii-Shank :Plain round shank
iii-Hardness:230 to 340 HV
iv-Material specification;High tensile steel conforming to 55C8 of IS:1570(Part-II)-1979/En-9 of BS:970.
v-Chemical composition
a-CARBON : 0.55
b-MANGANESE : 0.70
c-SILICON : 0.25
d-SULPHUR : 0.03
e-PHOSPHORUS : 0.03
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.

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9/10
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9/10/19