

S O NO 11100514921172

dated 07/10/2021



"Under Jurisdiction of Nagpur Court only"

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) ( Website :westerncoal.nic.in ) e-mail : gmmm.wcl@coalindia.in	 <b>OFFICE OF THE GENERAL MANAGER (MM)</b> FAX : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

**SUPPLY ORDER NO:** 11100514921172

**DATE:**07.10.2021

To,  
M/s Sharda Electronics & CO  
Plot No J-32  
MIDC, Kupwas-416436  
Distt Sangli Maharashtra

VENDOR CODE -116097  
Vendor Type - MSE  
Email :shardaelectronics1989@gmail.com

Dear Sir,  
Sub: Supply of Shunt Capacitor  
Ref: Our Rate Contract No. 11100120820994 dated 22.05.2020

With reference to the above, we are pleased to place formal Supply Order on you for supply of Shunt Capacitor as per the Price, quantity, specification, terms and conditions detailed below, against the Rate Contract referred above.

**SCOPE OF SUPPLY & PRICES : (Technical Specification as per Annexure A)**

SI no	ITEM CODE	DESCRIPTION	QUANTITY	UNIT RATE (Rs)	EXTENDED VALUE (Rs)
1	94994910516	Shunt Capacitor Unit 100 KVAR 3.6 KV 3 phase , Sharda make model Sharda HT	09 nos	17500.00	157500.00
		Packaging and forwarding charge @ Rs. 406/- per unit			3654.00
		Freight @ Rs 525/Unit			4725.00
		ADD GST @18%			29858.22
		TOTAL LANDED VALUE (Rs)			195737.22

**Amount in words:** (One lakhs Ninety Five thousand Seven hundred Thirty Seven and Paise Twenty Two only)

**1 PRICE:** The above Prices are FIRM and on FOR Destination Basis inclusive of Insurance charges upto destination. However, Packing and Forwarding charges shall be paid extra as indicated above and freight charges shall be paid extra upto the value as indicated above against documentary evidence. You will be responsible for safe arrival of consignment upto destination.

**2 GOODS AND SERVICE TAX (GST):** Shall be payable extra as applicable as per prevailing rules against invoice raised as per GST laws. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall comply GST rule & upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file

*(Handwritten signatures)*

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necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility criteria under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you.

**3 DELIVERY PERIOD:** Should commence within Two months from the date of placement of order and completion of supply at the minimum rate of 20 Nos per month thereafter. The delivery period shall be reckoned from 7<sup>th</sup> day of the order date.

**4 CONSIGNEE :** Depot Officer, Central Stores Tadali at Urjagram PO Tadali Distt Chandrapur (MS)-442406

**5 PAYING AUTHORITY :** GM(F)-I WCL HQ Nagpur

**6 PAYMENT TERMS :** 100% Payment shall be made by paying authority within 21 days after receipt and acceptance of stores at site or submission of the bills whichever is later.

**Account Details for EFT as provided by you are as under:**

- Name of the bank and Branch: Syndicate Bank, Branch Miraj Hotel Akshay Building Station Road Miraj 416410 Distt Sangli
- Account Number: 53911400000056
- Type of Account: Cash, Credit
- IFSC: SYNB0005391

**7 Submission of Bills:** For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order *to the consignee.*

- i) Pre-receipted and stamped Invoice (as per GST laws).
- ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017) Consignment note / RR/ LR in original, if applicable.
- iii) E way Bill (As per GST rules)v).
- iv) Warranty / Guarantee certificate and Performance guarantee certificate as per specifications
- v) Manufactures Certificate
- vi). Manufacturers test certificate, if applicable. As per technical specification
- vii) Price certificate and price fall certificate
- viii). Copy of BIS license for IS certification mark, if applicable as per specifications
- ix) All test certificates' as per technical specification

**8 INSPECTION :** Final inspection shall be made by the Consignee at destination store. If there is any defect found in the materials, you will arrange the replacement of the same free of cost immediately.

**9 Guarantee/Warranty:** You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the material for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of usage, whichever is earlier.

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 becomes necessary for the supplier to replace or renew any



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defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to WCL

**10 Performance Bank Guarantee (PBG):-** You will have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. for Rs 19574/- (Rupees Nineteen Thousand Five Hundred Seventy Four Only) valid for a period of 18 months of from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period or extended as deemed fit. The Bank Guarantee shall be released after successful completion of the Guarantee/Warranty period after obtaining confirmation from GM(E&M)HOD. The PBG may be submitted immediately after dispatch of materials. No Payment shall be made without submission of confirmed PBG.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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



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Maharashtra

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

**11 Security Deposit:-**As you have not submitted the security deposit as per clause No 11 of the RC No 11100120820994 dated 22.05.2020 You will have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for Rs. 19574/- (Rupees Nineteen Thousand Five Hundred Seventy Four Only) as per the terms of the rate contract. In case you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and performance of the firm shall be kept recorded for future dealings with them.

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract.

For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. The security deposit may be converted into PBG as per NIT Provision. Format of Bank Guarantee for SD/PBG is enclosed as per Annexure-C

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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Coal Estate, Civil lines

Nagpur – 440001

Maharashtra

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

**12 PRICE FALL CLAUSE:** You have to undertake that you have not supplied /are not supplying similar products at a price lower than that ordered in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar products was supplied by you to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at that very price, with due allowance for the elapsed time, will be applicable to the present order and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.

**13 Price Certificate:** A Price Certificate shall be submitted along with the invoice/on the body of the invoice as under: "Certified that we are not supplying similar products at a price lower than that indicated in the RC/PO to any other ministry/department of the Govt. of India/PSU.

**14 Manufacturing certificate :** As the order is being placed on the basis of consideration that you are manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

*"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works situated at. .... (address of the factory)."*

**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%. 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 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, 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



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supplier shall not be entitled to any gain on any such purchase.

**16 Force Majeure Clause :** 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.

- 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.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

**17 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.

**18 Jurisdiction:-** All disputes shall be subject to the jurisdiction of Nagpur court only.

**19 GENERAL TERMS & CONDITIONS:** Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-B. This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.

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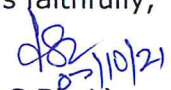
dated 07/10/2021

All other terms and conditions shall be as per the above referred Rate Contract.  
This order shall also be governed by the terms and conditions and specification of  
the Rate Contract No. 11100120820994 dated 22.05.2020

- Encl: 1. Detailed Technical Specification. Annexure - ' A '
2. General Terms and Conditions of the supply order Annexure -B
3. Format of BG for Security cum Performance Bank Guarantee -Annexure C

The order is being placed on you at the rates, terms and conditions of the RC  
already accepted by you.

  
(Alok Dixit )  
Dy Manager (MM)

Yours faithfully,  
  
(S S Bhal)  
Chief Manager (MM)

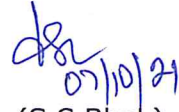
COPY TO :

1. AGM/AFM/SO(E&M)/SO(MM)/Depot Officer, WCL, Majri Area
- 2 GM(CWS)/AFM- CWS Tadali/Depot Officer, Central Stores, WCL, Tadali
3. GM(E&M)/GM(Fin)I/c, WCL, HQ, NAGPUR
4. Chief Manager (Fin)/(MM), WCL, HQ, NAGPUR:
5. Ch. Manager (MM)/Admin, WCL, HQ, Nagpur

This has in reference to WCL, Majri Area Emergent Indent No Indent/20-  
21/4460/0418 dated 03.10.2020 and BC vide no. FA/WCL/CAP/BC/OPM/12/40/55,  
Dated. 28.09.2021

This refers e office No 341439

  
(Alok Dixit )  
Dy Manager (MM)

  
(S S Bhal)  
Chief Manager (MM)

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Annexure A

Annexure A  
Detailed Technical Specifications of Shunt Capacitor Unit, 100 KVAR, 3.6KV, 3Ph

<b>Shunt Capacitor Unit, 100 KVAR, 3.6KV, 3Ph, Make Sharda, Model:- Sharda FT</b>	
Standards:	Capacitors : IS : 15925(Part 1) - 1998 Internal Fuses : IS : 12672 - 1989 External Fuses : IS : 9402 - 1980
<b>Technical Parameters</b>	
Rated Voltage : 3.6 kv Rated Frequency: 50 hz No. of phases: 3 Discharge device to be provided Type of capacitors: all p.p. (film + foil) type Electrode material: Electrical grade aluminium foil Type of dielectric: Polypropylene (p.p.) Type of impregnant: Non pcb, non-toxic, biodegradable Impregnation process : Vacuum impregnated Connections : Delta (internally) Fuse protection: The capacitors shall be provided with both internal element fuses as well as external hrc fuses Container sealing: hermetically sealed Terminal covers to be provided	
Rated current:- 16.04 Amp Guaranteed max. watt loss including discharge resistors (watt/kvar) :- 0.2 Watt/kvar Max. permissible over loads :- a) voltage:- 3.96kv Max. permissible over loads :- b) current :- 20.85 Amp of rated current Insulation level in kv :- 20/60 KV	
Performance Guarantee:- Besides the guarantee / warranty as per the clause of NIT, the manufacturer / supplier shall also stand guarantee, that there will be no reduction in the current drawn by the capacitor during the guarantee period of 12 months of use. Watt loss indicated above shall also be guaranteed for 12 months of use. Routine tests as per iss shall be conducted on all the capacitor units to be supplied and the test certificate shall be submitted along with the consignments. Documents to be submitted along with the supply : Routine tests certificate for test conducted on all the capacitor units to be supplied.	

23/10/20

23/10/2021

7.10.2021

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