



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्न कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुबंधी कंपनी)
 (A Subsidiary of Coal India Limited)
 सामग्री प्रबन्धन विभाग



Department of Material Management

CIN – U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

पंजी. का. कोयला विहार, सिविल लाइंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur (MS)-440001

SO. NO. 21000130118115

Dt: 08-10-2018

SUPPLY ORDER

To

M/s. ARGO TECH INDIA PRIVATE LTD,

Vendor Code: 529346

Suite-2A/1, Poonam Building

Vendor Category: Dealer

5/2 Russel Street, Kolkata-700071

Email id: kbasu@argotipl.com Ph no: 033-40704173 Fax : 033-40704171

GSTIN: 19AAICA7107M1ZC

Dear Sir,

Sub : **Formal Order for Supply of Electrical Spares for 24/96 Dragline**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-ra-e126-2017-18, opened on 14-03-2018 (tender id 2018_WCL_92992_1)
2. Your offer vide Bid id no : 280878 dt. 02-03-2018 and your subsequent correspondence on portal and also vide your letter no: ATR_000337/PJ2 DT. 28-05-2018, ATR_000337/PJ4 DT. 04-07-2018, ATR_000337/PJ6 DT. 06-07-2018 AND ATR_000337/VE-1 DT. 18-09-2018.

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Electrical Spares for 24/96 Dragline** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

SI no	NIT SI. No.	Item Description & OEM Part no	Item Code	Quantity	UOM	Basic price per Unit Rs.	Total Value Rs.
1	4	Commutator Coil & Pole for Swing Generator, Part No 36A163796AYG01 Make: General Electric, USA	11310060501	6.00	Nos	1,79,600.00	10,77,600.00
2	5	Commutator Coil & Pole for Hoist / Drag Generator, Part No 36A163817AXG01 Make: General Electric, USA	11310021179	6.00	Nos	2,24,600.00	13,47,600.00
3	6	Main Coil Pole with Bars for Swing Generator Part No 36A162356BBG01 Make: General Electric, USA	11310120157	6.00	Nos	5,60,800.00	33,64,800.00
4	7	Main Coil Pole with Bars for Hoist / Drag Generator, Part No : 36A162377BBG02 Make: General Electric, USA	11310021222	6.00	Nos	7,52,900.00	45,17,400.00
Total Value							1,03,07,400.00
GST: Extra @ 18%							18,55,332.00
Total Order Value							1,21,62,732.00

Total Order Value: Rupees one crore twenty one lakhs sixty two thousand seven hundred and thirty two only

OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.

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2. **Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18% for all items. You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST (as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

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 the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

3. **Delivery:** The delivery of the ordered items shall be completed within 06 (six) months which shall be reckoned from the 7th day from date of placement of supply order.
4. **Final Inspection:** Final inspection of the consignment shall be carried out at destination stores, which will be arranged by the consignee on receipt of complete consignment as per order description.
5. **Consignee:** Depot Officer, Regional Stores, Ghugus, WCL Wani Area, Dist: Chandrapur- 442505
GSTIN : 27AAACW1578L1ZW
7. **Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of material at site by the consignee or from the date of submission of bill whichever is later.
8. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

9. **EFT Details :-**

Name of the Bank	CITI BANK NA
Branch & Location	KANAK BUILDING, 41 CHOWRINGHEE ROAD KOLKATA-700071
Account Number; Nature of Account	'0020446331; Current Account
IFS CODE of the Branch	CITI0000001

10. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

11. **Security Deposit:** Exempted

12. **Performance Bank Guarantee:** Not applicable.

13. **Guarantee/ Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied materials for 12 months from the date of installation & commissioning / fitment or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at his own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost..

14. **Liquidated Damages & Risk Purchase clause:** - 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% can be increased to 15% at the discretion of Head of MM Division.

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- 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.

15. Auditors Certificate: You have to submit the Auditors Certificate alongwith the supply bills that the customs duty has been paid as per the prevailing customs duty, and refunds if any shall be passed on to WCL.

16. Submission of Import Documents : Following import documents are required to be submitted by you with each supply to the consignee.

- Self attested copy with original Principal' invoice / packing list
- Self attested copy with Bill Lading / Airway bill
- Self attested copy with original Bill of entry
- As per contractual requirement (if any) warranty / guarantee certificate
- Certificate of origin

You shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) . The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

17. SUBMISSION OF BILLS: The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped GST compliant Invoice as per GST rules
- Packing list in original giving details of bill of materials, if applicable.
- Consignment note / RR/ LR in original. **(if applicable)**
- e-way bill (as per GST rules), if applicable**
- Manufacturers Warranty / Guarantee certificate**
- Fitment Guarantee Certificate
- Import Documents, as mentioned at cl no: 16 above
- Auditors Certificate as mentioned at cl no: 15 above
- Any other document as specified elsewhere in the order, if applicable.

18. 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.

19. Price Certificate: You shall certify in your invoice in the following format

"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract"

Handwritten signature

Handwritten signature
08/10/18

20. PRICE FALL CLAUSE: You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the present bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any other ministry / department of Govt of India or a PSU at a lower price, then that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL. A certificate to this effect shall be submitted by you alongwith supply bill

21. Fitment Guarantee certificate: You shall have to submit a fitment guarantee certificate that the supplied products are exact replacement of /fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for without any modification. This fitment guarantee certificate is required along with manufacturer test certificate at the time of supply.


22. TECHNICAL SUPPORT SERVICE : You will provide following technical support service for the ordered items.

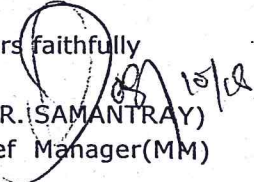
1. Your representative should be available at the time of commissioning of the ordered items.
2. Your representative must visit as and when required basis to provide technical support to the Areas of WCL for smooth running of the equipments

23. Identification mark: Manufacturer's distinctive identification mark / symbol must be clearly embossed / punched / engraved on each and every item, as far as practicable, at a visible place which not subjected to normal wear and tear for convenience of identification any time. Apart from this a tag may be attached to each part / item giving identification mark, part no, description. However, for high precision items where embossing / engraving / punching is not possible shall be packed separately & packing cover / box / case shall be tagged with identification mark or identification mark be put by metal marker.

24. General Terms and Conditions: This order shall also be governed by the General Terms and conditions of supply of stores attached as Annexure-A, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


2/10/2018
(N V RAGHU BABU)
Sr. Manager (MM)

Yours faithfully

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

Enclosures: -


1. Annexure A- General Terms and Conditions

Copy to :

1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv)/Depot Officer, WCL Wani Area
3. Depot Officer, WCL, Regional Stores, Ghugus, Wani Area
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs
6. M/s. GE Power } This has reference to their authorization vide
11330, Clay Road, Westway Plaza } their ltr no: Nil dt. 08-02-18
Houston, TX77043,USA - by Air Mail
7. M/s: Argo Turboserve Corporation(ATC)
Cityview Corporate Center, 160 Chubb Avenue - by Air Mail
Lyndhurst, NJ 07071

Indent details: Indent no: 3501167 dt. 16-03-2016 & 3500497 dt. 08-08-2015 of Wani Area

BC Reference: BC/WCL/REV/GM(EXCV)/2018-19/Dragline Spares/Stores/ Wani Area/09/01/85 dt. 05-10-2018 for Rs. 1,21,62,732.00


2/10/2018
Sr. Manager (MM)


Chief Manager(MM)