

केवल नागपुर कोर्ट के अधिकाय क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड  
**Western Coalfields Limited**  
 (मिनीरत्न कंपनी ) (A Miniratna Company)  
 (कोयला इंडिया लि. की अनुगंगी कंपनी )  
 (A Subsidiary of Coal India Limited)



सामग्री प्रबन्धन विभाग  
 Department of Material Management

एक कदम स्वच्छता की ओर

CIN - U10100MH1975GO1018626 FAX: 0712-2510284 [www.westerncoal.nic.in](http://www.westerncoal.nic.in)

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

SO. NO. 21000130119126

Dt: 26-09-2019

**SUPPLY ORDER**

To

M/s. Allied Sales and Service Co,  
 2<sup>nd</sup> Floor, Saraf Court, OPP, Yashwant Stadium  
 Dhantoli, Nagpur - 440012

Vendor Code: 616023

Vendor Category: Dealer

Email id: [alliedngp@gmail.com](mailto:alliedngp@gmail.com) Ph no: 0712-2439918 Fax : 0712-2430382

GSTIN: 27AACFA9505G1ZM

Dear Sir,

Sub : Formal Order for supply of spares for REL make C650 Drill(OPM Category items)

Ref : Our tender enquiry no. WCL-hq-pur-rb-e043-2019-20, opened on 02-08-2019 (tender id 2019\_WCL\_143303\_1)

Your offer vide Bid id no : 423988 dt. 13-07-2019 and clarifications / shortfall documents submitted on e-tendering portal

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Spares for REL make C650 Drill (OPM Category Items) as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	Item Description & Part no	Item code	Quantity	Units	Basic Price Rs.	Total Value Rs.
1	PUMP MODIFIED - OEM PART NO: L0661 / Z5421	11404992483	1.00	Nos	893262.00	893262.00
2	ROTARY MOTOR - OEM PART NO: L2255 / Z7769	11404992547	6.00	Nos	188824.00	1132944.00
3	PUMP TANDEM GEAR - OEM PART NO: V5202 / L1044	11404999446	3.00	Nos	148717.00	446151.00
4	HYDRAULIC CYLINDER (JACK)R - OEM PART NO: V7659	11404998889	1.00	Nos	47484.00	47484.00
5	HYDRAULIC CYLINDER (PULL DOWN) - OEM PART NO: V7684	11404998892	4.00	Nos	559842.00	2239368.00
6	ROLLER CHAIN - OEM PART NO: N9010	11404998968	10.00	Nos	64470.00	644700.00
7	ROLLER CHAIN - OEM PART NO: N9011	11404998971	10.00	Nos	88110.00	881100.00
8	AXIAL PISTON PUMP FEED - OEM PART NO: L1043	11404999205	1.00	Nos	144207.00	144207.00
9	AXIAL PISTON PUMP - OEM PART NO: V5201	11404999434	2.00	Nos	144207.00	288414.00
10	HYDRAULIC MOTOR - OEM PART NO: V5103	11404999458	1.00	Nos	199078.00	199078.00
11	TRACTION DRIVE GEAR BOX WITH MOTOR - OEM PART NO: L0841	11404999481	1.00	Nos	949698.00	949698.00
Total Value:						7866406.00
GST: Extra @ 18% for all items except Item SI no: 11						1245007.44
GST: Extra @ 28% for Item SI no: 11						265915.44
Total Order Value						9377328.88

Total Order Value: Rupees Ninety three lakhs seventy seven thousand three hundred and twenty eight and eighty eight paise only.

**OTHER TERMS & CONDITIONS:**

- Prices: The prices are FIRM on F.O.R. destination basis inclusive of Packing & Forwarding charges, Freight & Insurance Charges upto destination stores.
- Goods and Service Tax (GST): GST shall be paid extra on the Basic price after discount, as applicable on the date of supply. The present rate of GST is @ 18% for all items except Item sl no: 11 and GST is @ 28% for Item sl no: 11.

Your 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.

4. **Delivery:** Delivery of the ordered materials shall be completed within 04 (four) months which shall be reckoned from the 7<sup>th</sup> day of placement of supply order.

5. **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.

6. **Consignee :** Depot Officer, WCL Central Stores, Tadali, Urjagram, PO: Tadali, Dist: Chandrapur Distt 442406 – Phone / Fax no: 07172-237295 /237076. **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	Union Bank of India
Branch & Location	Civil Lines Branch, Nagpur
Account Number; Nature of Account	442401010010062 ; Current
IFS CODE of the Branch	UBIN0544248

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:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. **Rs. 9,37,733.00** (Rupees Nine lakhs thirty seven thousand seven hundred and thirty three only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-B.

Security deposit money will be refunded to you 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.

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

13. **Guarantee – Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for 12 months from the date of installation and commissioning / fitment or 18 months from the date of receipt and acceptance of the materials 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 your 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.

*Handwritten signature*

*Handwritten signature*

14. **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 and function on the equipment for which these are intended for without any modification. This fitment guarantee certificate is to be submitted alongwith the bills
15. **Technical Support Service :** You shall provide technical support service for the supplied Spares. Your representative must visit as and when required basis to provide technical support to the areas of WCL for smooth running of the Drills
16. **Identification mark:** You should mark your identification mark or logo on non wearable surface of the product
17. **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,
- 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.
  - 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
  - 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-
  - 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.
  - To forfeit the security deposit full or in part.
  - 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.
18. **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 Tax Invoice as per GST rules
  - e-way bill ( as per GST rules )**, if applicable.
  - Consignment note / RR/ LR in original. **(if applicable)**
  - Manufacturers Warranty / Guarantee certificate**
  - Fitment Guarantee Certificate
  - Price Certificate and Price Fall certificate
  - Any other document as specified elsewhere in the order, if applicable.
- 19. 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. You 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.



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.

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.

**20. Lowest Price Certificate:** You shall certify in your invoice in the following format

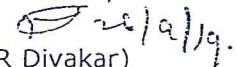
"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell or offer to sell the stores of identical description to any other organization during the period of contract"

**21. Price fall certificate:** 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 supplies

**22. 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.

  
(N V RAGHU BABU)  
वरि. प्रबंधक (सा.प्र)

Yours faithfully  
  
(K S R Divakar)  
मूक्य.प्रबंधक (सा.प्र)

**Enclosures: -**

Annexure-A : General Terms and conditions

Annexure-B : Format for Bank Guarantee

**Copy to :**

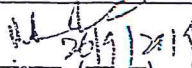
1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv), WCL All Areas
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. M/s. Revathi Equipments Ltd -This has reference to your tender specific authorization vide 331 Pollachi Road, Coimbatore - 641050 no: WCL/AUTH/TEN-20/BK/07/01 dt. 04-07-2019

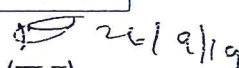
**Indent details:** MB 2019-20 for Spares for REL C650 Drill

**Budget Certification:** Budget Certification for Rs. 1,19,21,962.00 against MB- 2019-20 against which Rs. 16,64,079.02 already been utilized against the SO no: 21000430119071 dt. 06-07-2019, leaving a balance BC amount of Rs. 1,02,57,882.98 out of which Rs. 93,77,328.88 will be utilized against this order

**BC Reference:**

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/ A&B CLASS HQ/12/ 2019-20/1001/4350 dt 09-06-2019	11,66,212.00
2	Wani North	REV/WNA/HQ-A&B/19-20/EXCV/ 13 dt 01-07-2019	16,25,000.00
3	Nagpur	AFM/CGM/NGP/BC/REV/HEMM SPARES/A&B/19-20/P-127/88 dt.02-07-2019	33,47,329.00
4	Ballarpur	BA/RB/10/162/19-20/A&B Class/RECP Drill dt 09-06-2019	57,83,421.00
			<b>1,19,21,962.00</b>

  
वरि. प्रबंधक (सा.प्र)

  
मूक्य.प्रबंधक (सा.प्र)