

SO no: 21000130119144 dt. 28-10-2019

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केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुपंगी 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 बिहार, सिविल लाईंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur(MS)-440001

SO. NO. 21000130119144

Dt: 28-10-2019

SUPPLY ORDER

To

M/s. Field Spares Sales and Services

Vendor Code: 516031

Bhaskar Building, Iind Floor

Vendor Category: Authorized Dealer

Near MLA Hostel, Civil Lines, Nagpur - 440001

Email id: nagpurfss@gmail.com

Ph no: 0712-2531027, Fax: 2548430

GSTIN: 27AAAFF2732N1ZD

Dear Sir,

Sub : Formal Order for supply of spares for Epiroc Make IDM30/ IDM70 Drills
(OPM Category items)

Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e042-2019-20, opened on 07-08-2019
(tender id 2019_WCL_143419_1)

2. Your offer vide Bid id no : 421887 dt. 24-07-2019 and clarifications /
shortfall documents submitted on e-tendering portal

3. Price Confirmation ltr from M/s. Epiroc Mining India Ltd dt. 17-09-2019

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Spares for Epiroc Make IDM30/ IDM70 Drills (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 & OEM Part no	Item code	Quantity	Units	Basic Price Rs.	Total Value Rs.
1	FEED CHAIN ASSY 2.5" – OEM PART NO: 2658281305	11402963947	2.00	Nos	870680.00	1741360.00
2	HYDRAULIC CYLINDER- OEM PART NO: 2670578448	11402990941	1.00	Nos	48113.00	48113.00
3	HYD MOTOR ROTARY – OEM PART NO: 58190794	11406550172	8.00	Nos	89604.00	716832.00
4	MOTOR HYDRAULIC – OEM PART NO: 70618467	11406992445	2.00	Nos	43558.00	87116.00
5	FEED DRIVE CHAIN – OEM PART NO: 70606181	11426981542	6.00	Nos	24891.00	149346.00
6	HYD PUMP MAIN – OEM PART NO: 94066123	11426990109	4.00	Nos	362234.00	1448936.00
7	TANDEM PUMP –OEM PART NO: 94062643	11426992665	2.00	Nos	147255.00	294510.00
8	CHAIN FEED – OEM PART NO: 94081478 / 70080981	11426993451	4.00	Nos	171852.00	687408.00
Total Value:						5173621.00
Discount: Applicable @ 6% on the Basic Price for Item Sl no: 2 to 8						205935.66
Total Value after discount:						4967685.34
GST: Extra @ 18% on Basic Price After discount						894183.36
Total Order Value						5861868.70

Total Order Value : Rs. 58,61,868.70

Total Order Value: Rupees Fifty eight lakhs sixty one thousand eight hundred sixty eight and seventy paise only

MA

Signature

OTHER TERMS & CONDITIONS:

1. **Prices:** The prices are **FIRM on F.O.R. destination basis inclusive of Packing & Forwarding charges, Freight & Insurance Charges upto destination stores.**
2. **Discount:** Discount of 6%(six percent) shall be applicable on the above indicated basic price for Item slno: 2,3,4,5,6, 7 and 8
3. **Goods and Service Tax (GST):** GST shall be paid extra as applicable on the date of supply, on the Basic price after discount(as applicable). 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.
4. **Delivery:** Delivery of the ordered materials shall be completed within 04 (four) months which shall be reckoned from the 7th 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	BANK OF INDIA,
Branch & Location	CHANDRAPUR MAIN BRACH CHANDRAPUR (MS)
Account Number; Nature of Account	960320100003217; CURRENT
IFS CODE of the Branch	BKID0009603
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. 5,86,187.00** (Rupees five lakhs eighty six thousand one hundred and eighty seven 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**

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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.
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 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,
- 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.
- 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.
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.
- (i) Pre-receipted and stamped Tax Invoice as per GST rules
- (ii) e-way bill (as per GST rules), if applicable.
- (iii) Consignment note / RR/ LR in original. (if applicable)
- (iv) Manufacturers Warranty / Guarantee certificate
- (v) Fitment Guarantee Certificate
- (vi) Price Certificate (as per cl no: 20) and Price Fall certificate (as per cl no: 21(a) & (b)
- (vi) 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 cessation 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"

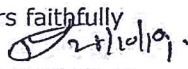
21. Price fall certificate: (a) You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the present bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that 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

(b) Apart from the above Price Fall clause, you will also certify that any reduction in the Price of Item slno: 1 Feed Chain Assy 2.5" - Part no: 2658281305 in the New Price List RCDA 2019 accepted by the Lead Company BCCL for operation against the Model Depot Agreement, the same reduced price shall be applicable against this order and the difference amount, if any will be refunded to WCL. A certificate to this effect shall also be submitted alongwith the bills.

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)
मूक्य.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. Epiroc Mining India Ltd -This has reference to your tender specific authorization vide
3rd Floor, Gupta Tower, Civil Lines dt. 09-07-2019
Nagpur- 440001

Indent details: Approved MB 2019-20 for Spares for Rota Coal Drill

BC Reference: Total BC amount of Rs. 87,06,459.98 against MB 2019-20 as per the details given below. Out of which Rs. 86,518.28 is already utilized for issue of Amendment no: C/39 dt. 21-06-2019 against SO no: 40621193A dt. 31-03-2017 and Rs.31,75,416.67 has been utilized for placement of supply order no: 21000430119057 dt. 22-06-2019, leaving a balance budget amount of Rs. 54,44,525.03 which is to be utilized against this order

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/ A&B CLASS HQ/17/19-20 dt 09-06-2019	6,87,999.60
2	Wani North		
3	Nagpur	AFM/CGM-NGP/BC/REV/HEMM SPARES/A&B/19-20/p-126/79 DT. 07-06-19	8,32,148.00
4	Umrer	WCL/UA/HQ/ HEMM SPARES /2019-20/10/04 dt 27-05-2019	5,44,975.38
5	Majri	RB/MA / GM / 4460 / HEMM STORES/03 /11/A&B /19-20 dt 07-10-2018	6,50,402.00
6	Chandrapur	RB/CHA/AREA/MB/A&B-HEMM STORES/2019-20/80/08 dt.27-05-2019	21,30,010.00
7	Ballarpur	BA/RB/A&B <i>IDM DRILL</i> 1162/19-20 dt 09-06-2019	38,60,925.00
			87,06,459.98

Further, the shortfall amount of **Rs. 4,17,343.67** is to be utilized from the BC Amount certified against the MB- 2019-20 for CAT 50/60T Dumpers as per the details below, as confirmed by GM(Excv) HOD in his note dated. 24-10-2019

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/15/19-20/ A&B Class/ HEMM Spares dt 21-05-2019	4000954.00
2	Wani North	Rev/WNA/HQ-A&B/19-20/EXCV/12 dt. 10-06-2019	4087000.00
3	Nagpur	AFM/CGM-NGP/BC/REV/HEMM SPARES/A&B CLASS/19-20/P-125/71 dt.24-05-2019	2215461.00
4	Umrer	WCL/GM UA/HEMM SPARES /MB /19-20/06/04 dt 14-05-2019	544939.81
5	Majri	RB/MA / GM / 4460 / HEMM STORES/03 /13/A&B /19-20 dt 07-10-2018	1009271.00
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES / 79/04/2019-20 dt. 14-05-2019	4805665.00
7	Ballarpur	BA/RB/05/161/19-20/A&B Class/CAT 50/60 Dumper dt 28-05-2019	5600253.00
			22263543.81

N V Raghu Babu
(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)

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

