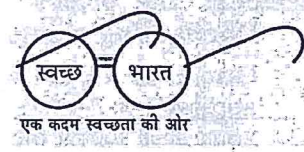


केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



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

SO. NO. 21000130119179

Dt: 03-12-2019

SUPPLY ORDER

To

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

Vendor Code: 616023

Vendor Category: Dealer

Email id: 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 (Proven Source Category items)**

Ref : Our tender enquiry no. WCL-hq-pur-rb-e045-2019-20, opened on 06-09-2019

(tender id 2019_WCL_146866_1)

Your offer vide Bid id no : 434238 dt. 16-08-2019 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 (Proven Source 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	CHAIN DRIVE CRAWLER COMPLETE KIT, OEM Part No. G7695 Each Kit (Complete set.) consisting of following items: Sl no Description Part no Qty per set 1 Front Idler Group V5407 2 nos 2 Track Group V5402 2 nos 3 Roller Group V5405 18 nos 4 Carrier Roller Group V5408 4 nos 5 Capscrew 178PS2313 72 nos 6 Lock Washer Spring 14PS3286 112 nos 7 Drive Sprocket D5808 2 nos 8 Capscrew 144PS2313 8 nos 9 Lock Washer Spring 13PS3286 8 nos 10 Capscrew 170PS2313 40 nos 11 Steel Washer 14PS3287 40 nos 12 Guard, Bottom Roller A1022 2 nos 13 Guard, Bottom Roller A1049 2 nos	11404999924	1.00	Set	1895650.00	1895650.00
2	SPROCKET TRACTION DRIVE – OEM Part no: D5808	11404999003	6.00	Nos	93386.00	560316.00
Total Value:						2455966.00
GST: Extra @ 18% for all items						442073.88
Total Order Value						2898039.88

Total Order Value: Rupees twenty eight lakhs ninety eight thousand thirty nine and eighty eight paise only.

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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. **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
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 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 : 27AACW1578L1ZW**
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 Deposit 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.2,89,804.00** (Rupees Two lakhs eighty nine thousand eight hundred and four 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.
The Security Deposit money may be converted into performance bank guarantee as per the terms of the NIT.

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12. **Performance Bank Guarantee: Applicable for Item sl no: 1 (Chain Drive Crawler Complete Kit)** You have to furnish Performance Bank Guarantee issued by any scheduled bank for the amount equivalent to 10% of the landed order value of the Item slno: 1 i.e for **Rs.2,23,687.00** (Rupees two lakhs twenty three thousand six hundred and eighty seven only). The Bank Guarantee shall be valid for a period of 30 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty Period. 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.
The PBG shall be released after satisfactory completion of the Guarantee / Warranty period upon confirmation of GM(Excv), WCL Hqrs or extended as deemed fit.
13. **Guarantee - Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for 5000 hours OR 24 months from date of fitment whichever occur 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,
- 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 cancelling 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.

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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 and Price Fall certificate
- (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 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.

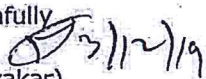
22. Jurisdiction of Courts: The court of the place from the acceptance of tender has been issued I.e Nagpur Court shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

23. 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. Revathi Equipments Ltd -This has reference to your tender specific authorization vide 331 Pollachi Road, Coimbatore - 641050 no: WCL/AUTH/TEN-045/BK/08/02 dt. 12-08-2019

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

Budget Certification: Out of Total BC amount of Rs. 1,19,21,962.00 provided by Areas against the MB-19-20, Rs. 16,64,079.02 has been utilized against SO no: 21000430119071 dt. 06-07-2019 for supply of OEM category items and Rs. 93,77,328.88 has been utilized against SO no: 21000130119126 dt. 26-09-2019 for supply of OPM category items leaving a balance budget amount of Rs. 8,80,554.10. The is same is to 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
			1,19,21,962.00

Additional Budget Certification for Rs. 20,17,485.78 is provided by the Areas as per the details given below:

Sn	Area	BC Ref	BC amount Recd.
1	Wani North	REV/WNA/HQ-A&B/19-20/EXCV/ 14 dt.14-07-2019	Rs.17,41,366.78
2	Nagpur	AFM/CGM/NGP/BC/REV/HEMM SPARES/A&B/19-20/P-138/ 144 dt.26-11-2019	Rs.19,082.00
3	Ballarpur	BA/RB/10/162/19-20/A&B Class/RECP Drill dt 05-11-2019	Rs.2,57,037.00
			Rs.20,17,485.78

N V RAGHU BABU
 3/12/2019
 (N V RAGHU BABU)
 मूक्य.प्रबंधक (सा.प्र)
N V R

K S R Divakar
 3/12/19.
 (K S R Divakar)
 मूक्य.प्रबंधक (सा.प्र)

ANNEXURE - "A"

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES


1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

1. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 2. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 3. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 4. The Chairman - cum Managing Director means Chairman - cum Managing Director of Western Coalfields Limited, Nagpur
 5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 7. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 8. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 10. The term PARTICULARS shall mean the following :
 - (a) Specification
 - (b) Drawing
 - (c) Sealed pattern denoting a pattern sealed and signed by the inspector
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturer
 - (g) Any other details governing the construction, manufacturer and or supply as existing in the contract
 11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 12. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 13. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 14. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 15. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 16. UNIT & QUALITY means the unit and quantity specified in the schedule.
 17. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
1. The consignee at his premises or
 2. Where so provided the interim consignee at his premises or
 3. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

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