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"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	OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

Purchase Order No: 21100114519122

Dated: 25.09.2019

By registered post with A/D

To,
 M/s Radiant Mining Technologies Ltd,
 Room No-5/5 Building No 5
 Koyla Vihar, Vasundhara
 VIP Road Kolkata-700052

Vendor Code:129089
 Fax No:022-22830212
 Vendor Type: MSE Registered
 GST Registration No 19AADCR0175MIZZ
 e-mail: radiantminingtech@gmail.com

Dear Sir,

Sub: **Formal Supply Order for Supply of Hydraulic Roof Drilling and Bolting Machines**

Ref:1.Our Open Domestic E- tender no:wcl-hq-pur-sb-e020-2019-20 (tender ID 2019_WCL_137757_1) opened on 05.06.2019

2. Your Bid ID: 410409 dated 01.06.2019.

With reference to the above, we are pleased to place a formal supply order on you for supply of Hydraulic Roof Drilling and Bolting Machines as per the Price, quantity, specifications, terms and conditions detailed below and as per enclosed general terms and conditions.

Sl no	Item description	Quantity(nos)	Unit price (Rs)	Total value(Rs)
1	Hydraulic Roof drilling and bolting machine complete with hydraulic power pack, wet drilling arrangement for dust suppression and accessories for use in below ground coal mines-As per details Technical specifications enclosed as Annexure - 1. Make Radiant Model: RM-1800 Material code: 29256000004	04	460000.00	1840000.00
	Total			1840000.00
	GST @18%			331200.00
	Grand total			2171200.00

Total value: (RsTwenty One Lakh Seventy One Thousand Two Hundred Only)

Other Terms & Conditions:

1.**Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive packing, forwarding, freight and insurance charges upto destination stores. The safe arrival of the consignment at destination stores shall be your responsibility.

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2. **GST:** Shall be payable extra as applicable. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on supplier's account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from supplier..

3. **Delivery:** Supply to be completed within 6 months from the date of supply order. The delivery period shall be reckoned from 7th (seventh) day of order date.

4 **Consignee:** Depot Officer, Regional Stores, Kanhan Area, WCL, PO: The Depot Officer, Regional Stores, Western Coalfields Limited Kanhan Area, P.O: Dongaria-480553 Distt.: Chhindwara, (M.P)

5. **PAYING AUTHORITY:** GM(Fin), WCL, HQ ,Coal Estate ,Civil Lines, Nagpur -440001

6. **Payment Terms:** Payment for 80% of the Invoice value (landed value of the equipment including taxes and duties and excluding installation and commissioning charges (if any)) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Performance Bank Guarantee.

Payment for balance 20% of the Invoice value (landed value of the equipment including taxes and duties) shall be made within 21 days after successful field testing, commissioning and trial runs of the machines in the Mines, where the machines will be deployed. at the allocated locations and submission of satisfactory commissioning and training certificate issued by the end users

EFT details: Bank account details for EFT as provided by you are given below:

Bank Account Details for making payment through EFT:-

Name of the Account Holder	Hindusthan Mercantile Company
Account Number	82320005690
Name of the Bank and Branch with location	HDFC Bank STEPHEN HOUSE BRANCH 4 BBD BAGH EAST KOLKATA 700001
Nature of Account	C C Account
IFS Code of the Branch	HDFC0000008

7. **Inspection :** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

8 **Supply and Billing:** Supply and billing shall be done by your authorised dealer M/S Hinduathan Mercantile Company 144/145 J N Mukherjee Road Plot No 48, Near Shaktipir Howrah-711107 (WB)

9. **Security Deposit:** You shall have to furnish the security deposit amount of **Rs. 217120.00/-** (Rupees Two Lakh Seventeen thousand One hundred twenty only) in the form of Demand Draft or Bank Guarantee of any scheduled bank as per format at Annexure III for 10% (ten percent) value of the awarded contract without having any ceiling, within 15 days time from the date of supply order to the Direct Demanding Officer.

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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	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

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 Maharashtra

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

In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to 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.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount

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of PBG should not be less than 10% (ten percent) of the landed value of the order.

10 Performance Bank Guarantee Availability guarantee shall be backed by a bank guarantee of 10% of the value of the equipment which shall be kept valid for a period of 18 months from the date of supply of the equipment.

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:

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satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

The supplier shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 75%.

For every one percent fall in availability below 75%, 1% value of the equipment will be deducted (encashed) from the bank guarantee).

In case the fall in % availability below 75% exceeds 10%, the equipment will be rejected out-right and the supplier will have to refund the full amount i.e. the cost of the equipment as per the supply order.

11. GUARANTEE/WARRANTY: You shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by WCL.

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 defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.

12 Availability Guarantee: (As per clause No 7.3.1 of Annexure I enclosed)

1 The Roof bolting machine shall have guaranteed availability of not less than 75% over a period of 12 months after commissioning

2) The availability will be calculated as follows :

8760 – Down Time

$$\text{Percentage Availability} = \frac{\text{-----}}{8760} \times 100$$

Where Down Time = Maintenance hours + Breakdown hours

13 Training of operators and Maintenance Personnel: (As per clause No 8 of Annexure I enclosed)

1 You shall be required to depute qualified and trained service engineers for field testing, commissioning and trial runs of the machines in the Mines, where the machines will be deployed.

2 The service engineers will be required to impart the necessary training to the operators and maintenance personnel of WCL for proper and safe operation and in maintenance and repairs of the machines.

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14 After Sales Service: (As per clause No 9 of Annexure A enclosed)

- 1) You should be in a position to offer efficient and prompt after sales service and to ensure the availability of the spare parts and consumables through out the life of the equipment.
- 2) Apart from need based service, the after sales service shall also include periodic visits of service engineers to the Mines of WCL where the Roof bolting machines are deployed, to check the health of the equipment to ensure their performance/availability.

15. 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 (and/ or Original Buyer's copy of 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)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). Warranty / Guarantee certificate, if applicable.
- v). Manufacturers test certificate, if applicable.
- vi). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vii). Any other document as specified in the Order.

viii) Price certificate and price fall certificate

16. LIQUIDATED DAMAGES:- In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the execution may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer
- b) To purchase from elsewhere, after due notice to the successful tenderer, 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 consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the supplier and also
- d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e) To encash any available Bank Guarantee / security deposit for recovery of the penalty.
- f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining amount.
- g) The supplier shall not be entitled to any gain under this clause.

17. 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,

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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.

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

18 Price Certificate: A Price Certificate shall be submitted on the body of the invoice as under: "Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

19. Price fall Clause: You shall undertakes that you have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded

20.: 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.

21 GENERAL TERMS & CONDITIONS: Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II

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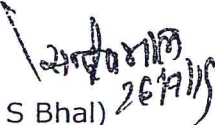
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This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company. All other terms and condition shall be as per NIT

- Encl: 1. Detailed Technical Specification. Annexure - ' I ' (Seven pages)
2. General Terms and Conditions of the supply order Annexure -II (five pages)
3. Format of BG for Security cum Performance Bank Guarantee - Annexure-III (One page)

Yours Faithfully,
For & on behalf of Western Coalfields Ltd.




(S S Bhal) 26/9/19
Sr Manager(MM)


(K S R Diwakar)
Chief Manager (MM)

Indent Reference and BC reference: Indent no. IND/18-19/3460/00036 dt. 11.08.2019 of Kanhan Area and BC No i) FA/WCL/CAP/BC/OPM/12/31/43 dated 20.09.2019 for Rs. 2171200.00

COPY TO:

1. GM(E&M)HOD,
2. AGM- Kanhan Area
3. SO(MM)/Depot Officer/SO(E&M), WCL Kanhan Area
5. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
6. Chief Mnager(Fin)/Estb, WCL, HQ Nagpur.


Sr Manager(MM)



Chief Manager(MM)