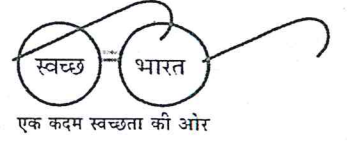




वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुपंगी कंपनी)
 (A Subsidiary of Coal India Limited)



सामग्री प्रबंधन 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. 11100130118001

Dt: 03-04-2018

SUPPLY ORDER

To

M/s. Wilson Engineering Industries Pvt Ltd Vendor Code: 529299

Anuj Chamber, Block 7B, 7th Floor
 24 Park Street, Kolkata – 700016

Vendor Category: Manufacturer (MSE)

Phone no: 033-22262960, Fax no: 033-22264045

info@wilson.co.in

GSTIN no: 19AAACW2689J1ZR

Dear Sir,

Sub : **Formal Order for Supply of Undercarriage Sets for D155 Dozer**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-ra-e114-2017-18, opened on 07-02-2018 (tender id 2017_WCL_90611_1)
2. Your offer vide no: WEI/Q-164/2018 dt. 20-01-2018 Bid id no : 267624 and your subsequent correspondences vide ltr no: WEI/AD-337/2018 dt. 14-02-18 and Online clarifications
3. Our Counter offer vide no: 2151 dt.31-03-2018
3. Your counter offer acceptance vide ltr no: WEI/AD-355/2018 dt. 02-04-2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Under Carriage Set for D155 Dozer** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl no	Item Description and Part nos	Order Qty	Unit Price	Total Value																																				
	Under Carriage set for BEML D155 Dozer- Complete Set – OEM Part no 125TF00335 Each Set consists of following items:	Sets	Rs / Set	Rs																																				
1	<table border="1"> <thead> <tr> <th>Sl no</th> <th>Item description</th> <th>OEM Part no</th> <th>Qty / set (nos)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Track shoe assly</td> <td>1753201757 / 125CTB0033</td> <td>2</td> </tr> <tr> <td>2</td> <td>Track roller assly SF</td> <td>1753000486 / 1753000487 / 125TF00173</td> <td>4</td> </tr> <tr> <td>3</td> <td>Track roller assly DF</td> <td>1753000497 / 125TF00181</td> <td>10</td> </tr> <tr> <td>4</td> <td>Carrier roller</td> <td>1753000515 / 125TF00198</td> <td>4</td> </tr> <tr> <td>5</td> <td>Idler assly</td> <td>1753000575 / 125TF00213</td> <td>2</td> </tr> <tr> <td>6</td> <td>Sprocket teeth</td> <td>1752722325 / 125FD51927</td> <td>18</td> </tr> <tr> <td>7</td> <td>Nut</td> <td>0180312430 / 0180302430 / CFB0122090</td> <td>54</td> </tr> <tr> <td>8</td> <td>Bolt</td> <td>1782711150 / CFB0222415</td> <td>54</td> </tr> </tbody> </table>	Sl no	Item description	OEM Part no	Qty / set (nos)	1	Track shoe assly	1753201757 / 125CTB0033	2	2	Track roller assly SF	1753000486 / 1753000487 / 125TF00173	4	3	Track roller assly DF	1753000497 / 125TF00181	10	4	Carrier roller	1753000515 / 125TF00198	4	5	Idler assly	1753000575 / 125TF00213	2	6	Sprocket teeth	1752722325 / 125FD51927	18	7	Nut	0180312430 / 0180302430 / CFB0122090	54	8	Bolt	1782711150 / CFB0222415	54	8	1187000.00	9496000.00
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8	Bolt	1782711150 / CFB0222415	54																																					
Make: Wilson Engineering Industries Pvt Ltd																																								
GST: Extra @ 18%				1709280.00																																				
Total Order Value:				11205280.00																																				

Total Order Value: Rupees One crore twelve lakhs five thousand two hundred eighty only

OTHER TERMS & CONDITIONS:

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

(Handwritten signatures and dates)

2. **Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply, within the stipulated delivery period. The present rate of GST is @ 18% which comprises of 18% IGST

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

3. **Delivery:** To be completed within 3 months which shall be reckoned from 7th day of the order date.
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, 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	ALLAHABAD BANK, Park Street Branch
Branch & Location	57, PARK STREET, KOLKATA - 700016
Account Number; Nature of Account	20090986303, CASH CREDIT
IFS CODE of the Branch	ALLA0210278

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.11,20,528.00 (Rupees eleven lakhs twenty thousand five hundred twenty eight only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The Security Deposit may be converted into Performance Bank Guarantee as per the NIT provisions.
12. **Performance Bank Guarantee:** You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value of the contract i.e. Rs.11,20,528.00 (Rupees Eleven lakhs twenty thousand five hundred twenty eight 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 PBG shall be released after satisfactory completion of the Guarantee / Warranty period upon confirmation of GM(Excv), WCL Hqrs or extended as deemed fit. The format of Performance Bank Guarantee is attached as Annexure-B
13. **Guarantee/ Warranty: a)** You shall be fully responsible in respect of proper design, quality and workmanship of ordered Under Carriage set and shall furnish the manufacturers composite guarantee for the complete set for satisfactory performance of 4500 working hours from date of fitment or 24 months from date of receipt and acceptance of material whichever is earlier. If any defects are found due to faulty design or workmanship you will replace the defective parts free of cost at site within 30 days of such intimation by the user. A certificate to this effect shall be submitted by you.

Handwritten signature and date:
03/04/18

(b) Premature Failures: (i) During premature failure skilled / unskilled manpower will be provided by WCL, only for removal and fitment of Under carriage components on the equipments.

(ii) In case of premature failure you will depute technical representative for joint inspection within 48 hours of on receipt of intimation, before removal / replacement of components. Intimation will be sent to you either by telephone / fax or letter.

(iii) You will not be held responsible for premature failure during warranty period following cases:

- Defect / damages arises out of dozing beyond its rated capacity
- Damages due to accidents
- Non-adherence to maintenance schedule as per OEM recommendation

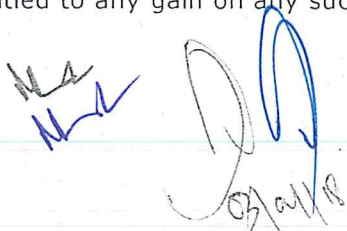
(c) However to avoid any premature failure due to operation / maintenance, following precautions will be taken by the projects in WCL.

- i. Periodical cleaning of Under carriage will be carried out to avoid jamming of rollers on mud during operations
- ii. Track tension will be properly maintained and adjusted whenever required. Both the track shoes assembly / track group will be adjusted to the same tension
- iii. The torque of the track shoes will be checked and maintained periodically as per operation and maintenance schedule of OEM
- iv. Long reverse marching of dozer shall be avoided as far as possible
- v. Pivot turning of Dozer will be avoided. Turning is to be made with largest possible radius as far as possible.

Periodical Inspections: First such inspection should be carried out before 500 working hours and subsequently it may be carried out on every 1000 working hours for all supplied Under carriage sets. Joint inspection report has to prepared at the time of every periodical inspection, which should be duly signed by technical representative of the supplier. Project Engineer and Staff Officer (Excvt) of concerned area .

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.
- 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.


03/04/18

- 15. 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 GST compliant Invoice as per GST rules
 - (ii) Consignment note / RR/ LR in original (if applicable).
 - (iii) E-Way Bill (if applicable) as per the GST rules
 - (iv) Warranty / Guarantee certificate
 - (v) Fitment Guarantee Certificate
 - (vi) Any other document as specified in the order, if applicable.
- 16. 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 may 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.
- 17. 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 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"
- 18. PRICE FALL CLAUSE:** You have undertaken 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.
- 19. 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.
- 20. 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
- 21. 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.
- 22. Identification mark:** You should mark your identification mark or logo on non wearable surface of the products
- 22. Integrity Pact:** Integrity Pact duly signed by you and furnished by you alongwith the offer shall be valid and applicable for this contract.

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.
3/4/2018
(N V RAGHU BABU)
Sr. Manager (MM)

Yours faithfully
C.R.
(C. R. SAMANTRAY)
Chief Manager (MM)

Enclosures: -

1. **Annexure A- General Terms and Conditions**
2. **Annexure-B- Format for Performance 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. Sr. Manager(MM) / Admin- WCL hqrs
6. Independent External Monitors
Shri A.K.Bajaj,A-167,Defence Colony,New Delhi-110024
Shri. A K Mohapatra, IFS(Retd), Flat no: 201, Manjusha Manor, Plot no: N3/382,IRC Village,
Bhubaneswar- 751015

Indent details: Against MB- 2018-19 for UnderCarriage sets of D155 Dozer

BC Reference:

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/HEMM A&B / 2018-19 / 06 dt 26-02-2018	1,76,50,440.00
2	Wani North	REV/WNA/HQ-A&B/18-19/EXCV/ 01 dt 15-03-2018	98,05,800.00
3	Nagpur	REV/HEMM SP/A&B CLASS /HQ / 18-19/ 38 dt 15-03-2018	78,45,000.00
4	Umrer	WCL/UA/HQ/ HEMM SPARES /MB /18-19 / 04 / 01 dt 22-02-2018	98,05,800.00
5	Majri	RB/MA / GM / 4450 / HEMM STORES/03 /04/A&B /18-19 dt 03-03-2018	98,05,800.00
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES / 18-19/66/01 DT. 20-02-2018	98,05,800.00
7	Ballarpur	BA/RB/Excv/HEMM A&B CLASS/01/149/18-19 dt 06-03-2018	1,37,28,120.00
			7,84,46,760.00

Sr. Manager(MM)

Chief Manager(MM)

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.
 1. 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.
18. Words in the singular include the plural and vice-versa.
19. 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.

MA
MA

MA
03/04/18