

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



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

सामग्री प्रबन्धन विभाग
Department of Material ManagementCIN – 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. 11100130118002

Dt: 03-04-2018

TRIAL / VENDOR DEVELOPMENT ORDER

To

M/s. Wilson Engineering Industries Pvt Ltd Vendor Code: 529299Anuj 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 : **TRIAL / Vendor Development Order for Supply of Undercarriage Set for BEML BE-1000 Hyd Excavator**

- Ref : 1. Our Trial / Vendor Development tender enquiry no. WCL-hq-pur-nn-e074-2016-17, opened on 21-11-2016 (tender id 2016_WCL_51689_1)
2. Your offer vide no: WEI/Q-115/2016 dt. 15-11-2016 (Bid id no : 149835) and your subsequent online clarifications and correspondences vide ltr no: WEI/AD-325/2018 dt. 09-01-2018, ltr no: WEI/AD-333/2018 dt. 02-02-2018, and ltr no: WEI/AD-358/2018 dt. 03-04-2018
3. Antiprofitteering disclosure submitted by you duly certified by CA vide dt. 17-11-2017 as compliance of GST act

This has reference to above. We are pleased to place **Trial / Vendor Development supply order** on you for the supply of **Under Carriage Set for BEML BE-1000 Hydraulic Excavator** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	Item Description	Quantity	Units	Basic Price Rs.	Total Value Rs.
1	Under Carriage Set for BEML BE-1000 Hyd Excavator, complete set. Each set consisting of following items				
	Sn Description	OEM Partno	Qty/set		
	1. TRACK SHOE ASSLY	175CT01017	2 nos		
	2. TRACK ROLLER ASSLY	175TFB0078	16 nos		
	3. SPROCKET ASSLY	175FD31128	2 nos		
	4. BOLT	BFB2412495	72 nos		
	5. NUT	CFNS012430	72 nos		
	6. CARRIER ROLLER	175TF02136	6 nos		
7. FRONT IDLER ASSLY	175TF02022	2 nos			
		1.00	set	50,00,000.00	50,00,000.00
		Total Value			50,00,000.00
	Make: Wilson Engineering Industries Pvt Ltd	GST: Extra @ 18%			9,00,000.00
		Total Order Value			59,00,000.00

Total Order Value: (Rupees fifty nine lakhs only)**OTHER TERMS & CONDITIONS:**

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores. Safe arrival of the materials upto destination shall be your responsibility.

Handwritten signatures and date:
 3/04/18

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 from date of placement of supply order which shall be reckoned from 7th day of 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 : 27AACW1578L1ZW
7. **Payment terms:** 100% payment shall be made after 6 (six) months of satisfactory performance from the date of fitment against submission of Bank Guarantee of equivalent amount, valid for a period of 9 (nine) months thereafter (beyond initial 6 months). The item found to perform satisfactory and fulfilling the contractual obligation as per supply order for a period of one year from the date of fitment/commissioning, 100% bank guarantee shall be released on receipt of performance bank guarantee of 20% value of order including taxes and duties to remain valid for 15 months from the date of issue of 12 months satisfactory performance report by GM(Excv) HOD. The six months satisfactory performance shall not ,however ,give entitlement to claim that your item shall have to be considered proven. For provenness ,the supplied item should work satisfactory for 5000 hours from the date of commissioning as per terms of supply order..
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.5,90,000.00 (Rupees five lakhs ninety thousand 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
12. **Performance Bank Guarantee:** You shall submit the Performance Bank Guarantee in the Prescribed format (attached as Annexure-B) for the following amounts:
1. For amount equivalent to 100% of the landed value of the contract i.e. Rs.59,00,000.00 (Rupees Fifty Nine lakhs only). The Bank Guarantee shall be valid for a period of 9(nine) months from the date of issue of the initial 6 months satisfactory performance certificate by GM(Excv) HOD. This PBG shall be released after satisfactory completion 1 (one) year period from the date of fitment / commissioning upon confirmation of GM(Excv), WCL Hqrs and upon submission of PBG for amount equivalent to 20% of the landed value of the contract ie for Rs. 11,80,000.00 (Rupees Eleven lakhs eighty thousand only) valid for 15 months from the date of issue of 12 months satisfactory performance report by GM(Excv) HOD.

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2. For amount equivalent to 20% of the landed value of the contract i.e. Rs.11,80,000.00 (Rupees Eleven lakhs eighty thousand only). The Bank Guarantee shall be valid for a period of 15 months from the date of issue of the 12 months satisfactory performance certificate by GM(Excv) HOD. This PBG shall be released after successful completion of guaranteed life of the product ie 24 months from the date of fitment / commissioning and upon confirmation of GM(Excv), WCL Hqrs.

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 occurs 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 his 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.
If the item fails before achieving the guaranteed life, you shall have to replace the items free of cost and the performance of such items will be monitored afresh.

On successful completion of guaranteed life of the product, it shall be considered proven for complete undercarriage set as well as loose items like track shoe assembly, track roller assembly, carrier roller assembly, idler assembly and sprocket assembly

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.

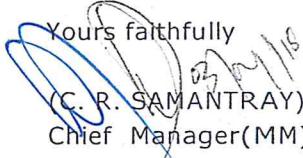
15. **SUBMISSION OF BILLS:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules
 - (ii) Consignment note / RR/ LR in original (if applicable).
 - (iii) E-Way Bill (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.

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- 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 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"
- 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 alongwith the bill
- 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
- 23. Any extra benefit of Input Tax Credit in future : As certified by you vide your letter dated 17-11-2017 in case of any extra benefit of Input Tax Credit in future, the same shall be passed on to WCL as per Anti Profiteering cl no. 171 of GST Act 2017.**

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)
Sr. Manager (MM)

Yours faithfully

(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 Umrer ARea
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs

Indent details: Indent no: 3500490 dt. 09-12-2015 of WCL Umrer ARea

BC Reference: As confirmed by GM(Excv)HOD in his noted dt. 02-04-2018, the amount of Rs.59.00 lakhs is to be utilized from the balance budget of Rs. 224.20 lakhs out of BC for Rs. 784.47 lakhs certified against MB 2018-19 for Under Carriage Set for D155 Dozer after utilizing the amount of Rs. 560.26 lakhs

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.
 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.

