

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 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. 11:100130118022

Dt: 09-06-2018

SUPPLY 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 : **Formal Order for Supply of Cutting Edge & End bit sets for D155 Dozer**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e087-2017-18, opened on 04-12-2017 (tender id 2017_WCL_83158_1)
2. Your offer vide no: WEI/Q-148/2018 dt. 22-11-2017 Bid id no : 244893 and your subsequent correspondences on portal
3. Your letter no: WEI/AD-360/2018 dt. 11-04-18 & WEI/AD-403/2018 dt. 09-06-18

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Cutting Edge and End Bit sets 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	Quantity	Units	BASIC RATE Per Unit Rs.	Total Value Rs.
1	Cutting edge and End bit set of D155 Dozer Each set consisting of the following items:				
	sln Item description OEM Part no Qty per set				
	1) Cutting Edge 1757126310 3 nos	140.00	sets	29,500.00	41,30,000.00
	2) End Bit LH 1757122272 1 no				
	3) End Bit RH 1757122282 1 no				
	4) Bolt 1757111454 21 nos				
	5) Bolt 1757114462/63 14 nos				
	6) Nut 1757111530: 35 nos				
7) Washer 0164322245 35 nos					
Make: Wilson Engineering Industries Pvt Ltd					

Total Order Value: Rupees forty eight lakhs seventy three thousand four hundred 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:
 [Signature] 09/06/18
 [Signature]

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 6 (six) months, which shall be reckoned from 7th day of the order date in phased manner. 40 sets to be supplied within 2(two) months, 30 sets to be supplied between 3rd to 4th Month and balance 70 sets to be supplied within 5th to 6th Month
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.4,87,340.00** (Rupees four lakhs eighty seven thousand three hundred and forty only) without having any ceiling within 15 days time from the date of supply order to the order placing authority.
12. **Performance Bank Guarantee:** Not applicable.
13. **Guarantee/ Warranty:** You shall be fully responsible in respect of proper design, quality and workmanship of ordered Cutting Edge and End bit set and shall furnish the manufacturers composite guarantee for the complete set for satisfactory performance of 700(seven hundred) working hours from date of fitment or 18 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.
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

Handwritten signatures and date: 09/06/18

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 indicated elsewhere 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 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.

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.

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.

Handwritten signature and date:
09/06/18

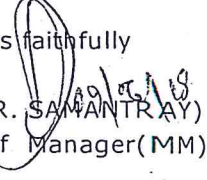
20. Identification mark: You should mark your identification mark or logo on non wearable surface of the products

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.

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 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

Indent details: Against MB- 2017-18 for Cutting Edge and End bit sets for various HEMM

BC Reference: As confirmed by GM(Excv)HOD in his noted dt. 07-06-2018, the amount of Rs.48.73 lakhs is to be utilized from the balance budget of Rs. 120.65 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. 663.82 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)