



(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)

CIN No. U10100MH1975GOI018626

Office of the General Manager(MM)
Materials Management Department,
Coal Estate, Civil Lines
Nagpur 440 001

Ph. PBX : 0712 - 2511381,
2511227 EXT 5529 or 5824
Fax : 0712 - 2510284
Website : westerncoal.gov.in

Formal Supply Order No:- 21000130118034

Dtd:- 05.07.2018

To,
M/s Maharashtra Bearing & Belting Co.
Agrasen Bhavan,
Gandhibaug,
Nagpur-440018

By Registered Post
Vendor Type:- Private
Vendor Code:- 616796
Mob:- 9373107597
Email:-info@navratna.net

Dear Sir,

Sub:-Supply of NSK Make Imported Final Drive Bearings for D-155 Dozers.**Ref:-** 1. Our e-tender no. WCL/hq-pur-asn-e141-2017-18 opened on 17.03.2018 (Tender Id No: 2018_WCL_95488_1)

2. Your online offer no. 398 (Bid Id No. 281534) & Subsequent correspondences on portal.

With reference to the above, we are pleased to place formal order on you for supply of NSK, Japan Make Final Drive Bearings for D-155 Dozers as per the specification, rates, terms and conditions as stipulated below :-

Sl No.	Item Description	Quantity (Sets)	Basic Price (Rs./Unit)	Extended Value (Rs.)					
1	Complete Final Drive Bearing Set for use on D-155 DOZER & each Set of Final Drive Bearings consists of following bearings: Make:- NSK, Japan	38	81770 /-	31,07,260.00					
	Sl No.				Description	Part Number	Bearing No	Alternate Part No./Bearing No.	Qty
	1				Bearing	1700913210	NJ416C4	NJ416WC4	1
	2				Bearing	1700913220 / 125FD91982	NJ2315C4	NJ2315WC4	1
	3				Bearing	1700913230	NJ2222C4	NJ2222WC4	1
	4				Bearing	1700913240	NJ2322C4	NJ2322EMC4	1
	5				Bearing	1700913250 / 125FD91933	24124BD1C3	24124CE4C3S11	1
6	Bearing	603023134	23134BD1C3	23134CAME4C3S11	1				
Total Extended				31,07,260.00					
Add: GST @ 18%				5,59,306.80					
1% CMPDIL inspection charges				36,665.67					
Total Landed before Input Tax Credit on GST				37,03,232.47					

Total Value (in words):- Rupees Thirty Seven Lakhs Three Thousand Two Hundred Thirty Two & Paise Forty Seven Only

SALIENT TERMS AND CONDITIONS:

1. Prices : The basic prices shall be Firm & on F.O.R. Destination basis inclusive of Packing & Forwarding, Freight & Insurance charges.

Safe arrival of consignment at destination stores shall be your responsibility.

2. GST:- Shall be payable extra as applicable as per prevailing rules against invoice raised as per GST laws. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall comply GST rule & upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility criteria under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you.

3. Payment Terms :- 100% payment shall be made including taxes and duties and other charges within 21 days after receipt and acceptance of material at site by the consignee or submission of bills which ever is later.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Bank Details:-

Name of the Bank and Branch	Bank of Baroda, Gandhibaug branch
Address of the Branch of the Bank	1174 Jalalpura, Gandhibaug, Nagpur - 440002
Account Number	04660500000072
Nature of Account	Cash Credit
IFS Code of the Branch	BARB0GANNAG

4. Delivery :- The delivery of bearings should commence within 2 months from date of placement of supply order and to be completed within 6 months from the date of placement of supply order. The delivery schedule shall be reckoned from 7th day of the order date.

5. Consignee: Depot Officer, Central Stores, Tadali
Western Coalfields Limited
At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406
Phone no: 07172- 237076, Fax no: 07172- 237295

GST No. (Provisional ID) for WCL Maharashtra Areas:- 27AAACW1578L1ZW

6. Guarantee/Warranty: The Guarantee/Warranty of the bearings are 12 months from the date of fitment or 18 months from the date of receipt and acceptance of materials at consignee end whichever is earlier.

Firm shall be responsible for quality of the bearings supplied and in case the supplied bearings are found to be defective and not as per ordered specification then firm shall replace such items free of cost.

7. Fitment Guarantee:- Bidders to confirm that the offered products are dimensionally 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.

8. Technical Support Service :- In addition to normal after sales service, successful bidder will render technical support services for maintenance & satisfactory running of bearings supplied by them. Bidder shall provide technical support services as & when required basis to Areas of WCL where bearings supplied by them are used.

9. Security Deposit:- You will have to furnish the security deposit amount to this office in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value

of the awarded contract (landed value) i.e. for Rs. 3,70,324 /- (Rupees Three Lakhs Seventy Thousand Three Hundred Twenty Four Only) within 15 days time from the date of supply order. In case you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and performance of the firm shall 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.

Format of Bank Guarantee for SD is enclosed as per Annexure-A

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 Account No:	'005905018053
Customer ID of Beneficiary	556096497
Bank A/c No: / Cust ID of beneficiary	Customer ID: 556096497 Bank A/c no: 005905018053 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
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

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.

10. INSPECTION CLAUSE:

a) **Pre- Dispatch Inspection:-** The materials shall be inspected by CMPDIL, Ranchi at manufacturer's works before dispatch. The inspection of the bearings may be carried out at traders/agents premises for imported bearings & representative of the manufacturer shall be associated during inspection process to ensure genuineness of the quality of the material.

These bearings shall be sealed by them and shall be supplied in sealed conditions at the bidder's cost. An advance copy of the inspection note with specific sealing monogram shall have to be directly sent to the consignee by the inspection agency for verification at the time of inspection of the material at the consignee end.

The inspection fee as applicable at the time of inspection (presently Inspection charge is @ 1 % on FOR Destination price [basic price + freight + insurance + P & F etc.] + GST@18%) shall be initially paid by you to the inspection agency, which shall be subsequently reimbursed by the paying authority to the you along with payment against documentary evidence i.e. e-money receipt generated online by SBI e-collect. The payment of pre-despatch inspection fee shall be made by you online through State Bank Collect through a hyperlink available on CMPDI website i.e. www.cmpdi.co.in. Minimum 10 days advance notice shall be given by you to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by you. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle you to plead that inspection has been done by CMPDI before dispatch and shall not absolve you from the contractual obligation.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-despatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

b) Final 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.

11. Paying Authority:- General Manager (Fin)/c, WCL Hqrs, Nagpur (MS) -440001

12. Submission of Bills :-Pre- receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in “QUADRUPPLICATE” to the consignee along with following documents:

- i. Pre-receipted and stamped 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. Fitment Guarantee Certificate
- vi. Manufacturers test certificate, if applicable.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract
- ix. Import Documents as per clause no. 13
- x. Eway bill (If applicable) – In the event the delivery of goods by the supplier is on FOR destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill.
- xi. Any other document as specified in the Order.

13. Import Documents:- In case of Supply of spares is to be arranged after importing ordered items in “Original Packing” (Original packing would not be applicable for items which are shipped in open condition in containers etc.), following import documents are required to be submitted with each supply for acceptance of supplied spares to WCL:

- a) Self attested copy with original Principal’ invoice / packing list
- b) Self attested copy with Bill Lading / Airway bill
- c) Self attested copy with original Bill of entry
- d) As per contractual requirement (if any) warranty / guarantee certificate
- e) Certificate of origin

The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance of spares by WCL

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

14. Liquidated Damages:- 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management 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, WCL 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 WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15. Force Majeure Clause:- If the execution of contract / supply order is delayed beyond the stipulated period 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 Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, 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 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 cessation of such Force Majeure Conditions.

For delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

16. Price CERTIFICATE:- You shall certify on the body of bills/invoices that

"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."

17. Manufacturing certificate : As the order is being placed on the basis of consideration that you are authorised dealer of manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

“Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our Principal's works situated at. (address of the factory).”

Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

Please acknowledge receipt of this Supply order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Supply order as per terms and conditions, for execution.

(Ashish S. Nagarkar)
Dy. Manager (MM)

Your faithfully,

(KSR Divakar)
Chief Manager (MM)

Encl.:

- I. Format of Bank Guarantee for SD/PBG- Annex "A"
- II. General Terms and conditions-Annex "B"

Copy to:-

1. Area GM/SO(MM)/SO(Excv)- Nagpur/Umrer/Wani/Wani North/Majri/ Chandrapur/ Ballarpur Area
2. Depot Officer, Central Stores, Tadali
3. GM(Excv)HOD; WCL (HQ) Nagpur
4. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
5. Sr. Manager(MM)Admin, WCL (HQ), Nagpur
6. GM(E&M)HOD, CMPDIL, Gondwana Place,, Kanke Rd, CMPDI Complex, Ranchi, Jharkhand Pin-834008
7. GM(MM)HOD, NCL/SECL/MCL/NECL/BCCL/CCL/ECL
8. M/s India Sales Co Pvt Ltd, 321, A-Wing, Ahura Centre, 82, Mahakali Caves Road, Andheri East, Mumbai-400 093:- This is with reference to your letter no. NSK/WCL/95488/01 dtd. 03.03.2018 & of M/s Nippon Seko KK (NSK Ltd)

Indent Details:- Against MB 2017-18 of Final Drive Bearing for D155 Dozer

Budet Certification No.

Sl.	Area	BC No. & Date	BC Amount (Rs.)
1	Wani	RB/WA/CGM/HEMM A&B/18-19/06 dt. 26.02.2018	1,76,50,440/-
2	Wani (N)	REV/WNA/HQ-A&B/18-19/Excv/01 dt. 15.03.2018	98,05,800/-
3	Nagpur	REV/HEMM SP/A&B/HQ/18-19/38 dt. 15.03.2018	78,45,000/-
4	Umrer	WCL/UA/HQ/HEMM SPARES/MB/18-19/04/01 dt. 22.02.2018	98,05,800/-
5	Majri	RB/MA/GM/4450/HEMM Stores/03/04/A&B/18-19 dt. 03.03.2018	98,05,800/-
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES/18-19/66/01 dt. 22.02.2018	98,05,800/-
7	Ballarpur	BA/RB/Excv/HEMM A&B/01/149/18-19 dt. 06.03.2018	1,37,28,120/-
		TOTAL	7,84,46,760/-

Dy. Manager (MM)

Chief Manager (MM)