



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



सामग्री प्रबन्धन विभाग  
 Department of Material Management

CIN – U10100MH1975GO1018626 FAX: 0712-2510284 [www.westerncoal.nic.in](http://www.westerncoal.nic.in)

पंजी. का. कोयला विहार, सिविल लाइंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur (MS)-440001

SO. NO. 21000130118088

Dt: 14-09-2018

**SUPPLY ORDER**

To

**M/s. PARTS CORPORATION OF INDIA LTD**

P-25, PRINCEP STREET, 1<sup>st</sup> FLOOR

KOLKATA- 700072

**Email id: email@partscorporation.com**

**Ph no: 033-22314787; Fax no: 033-22314786**

**GSTIN: 19AEUPM8716R1Z6**

Vendor Code: 529019

Vendor Category: DEALER

Dear Sir,

Sub : **Formal Order for Supply of Cutting Edge & End bit sets for various HEMM**

- Ref :
1. Our tender enquiry no. WCL-hq-pur-rb-ra-e130-2017-18, opened on 01-03-2018 (tender id 2018\_WCL\_94121\_1)
  2. Your Bid id no : 274960 dt. 26-02-2018 and your subsequent correspondences on e-tendering portal
  3. Our letter no: NGP/WCL/MMW/SEC-IB/631 dt. 02-07-2018
  4. Your letter no: PCI/2018-19/WCL/HQ/0301 DT. 09-07-2018 , PCI/2018-19/WCL/ HQ/0354 dt. 26-07-18 and PCI/2018-19/0397 DT. 23-08-2018

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 various HEMM** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	NIT Sl. No.	Item Description	Item Code	Quantity	UOM	Basic Price Rs.	Total Value Rs.			
1	3	Cutting Edge and End Bits set for BG825 Motor Grader. Make: ESCO-BUCYRUS BLADES. USA, Each Set consisting of following items:								
		Sno	Item Description	OEM Part no	Qty per set (Nos)					
		1	Cutting edge	2357012140	2					
		2	Edge side	2347032230	2					
		3	Edge side	2347032240	2					
		4	Bolt	2347032260	32					
		5	Bolt	2347032270	10					
		6	Bolt	2347032280	2					
		7	Nut	2347032290	44					
		8	Washer	0164332060	44					
						12404990217	32.00	Sets	52,000.00	16,64,000.00

*Handwritten signature and date: 14/09/18*

Sl. No.	NIT Sl. No.	Item Description			Item Code	Quantity	UOM	Basic Price Rs.	Total Value Rs.	
2	5	Cutting Edge set for CAT- 14 Motor Grader Make: ESCO-BUCYRUS BLADES. USA, Each Set consisting of following items:			12409990055	6.00	Sets	47,000.00	2,82,000.00	
		Sno	Description	OEM Partno						Qty per set (nos)
		1	Cutting edge	4T2236						2
		2	Bolt	5J4773						34
		3	Nut	2J3506	34					
3	6	Cutting Edge and End Bits set for BG825 Motor Grader (Tungsten Carbide) Make: ESCO-BUCYRUS BLADES. USA, Each Set consisting of following items:			12404993073	22.00	Sets	2,47,300.00	54,40,600.00	
		Sno	Description	OEM Part no						Qty per set (nos)
		1	Dual Tungsten Carbide Cutting edge	452WA12018						4
		2	Side edge	452WA11962						2
		3	End bit	452WA11979						2
		4	Bolt	452WA11987						32
		5	Bolt	2347032280						12
		6	Nut	CFN3021917						44
		7	Washer	CFW5200060	44					
							Total Value		73,86,600.00	
							GST: Extra @ 18%		13,29,588.00	
							Total Order Value		87,16,188.00	

**Total Order Value: Eighty Seven lakhs sixteen thousand one hundred and eighty eight only)**

**OTHER TERMS & CONDITIONS:**

- Prices:** The prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.
- Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18% for all Items  
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.

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You shall upload the Tax Invoices/Debit Note/Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

3. **Delivery:** The delivery of the ordered items shall be completed within 06 (six) months which shall be reckoned from the 7<sup>th</sup> day from date of placement of supply order in two phases. 50% quantity to be supplied within 3 ( three months ) and balance 50% quantity to be supplied within 4<sup>th</sup> to 6<sup>th</sup> 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	H D F C Bank
Branch & Location	Ganesh Chandra Avenue Branch, 31, Kolkata - 700013
Account Number; Nature of Account	03822320000819 ; Current
IFS CODE of the Branch	HDFC0000382

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.8,71,619.00** (Rupees one eight lakhs seventy one thousand six hundred nineteen only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The format of Bank Guarantee to be issued under "**Structured Financial Messaging System**"(SFMS) is attached as Annexure-B. The Security Deposit may be converted into Performance Bank Guarantee.

12. **Performance Bank Guarantee: Performance Bank Guarantee is applicable only for Item sl no: 3 ( Tungsten Carbide Cutting Edge Set for BG 825 Motor Grader)** You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value of Item sl no: 3 i.e. **Rs.6,41,991.00** (Rupees Six lakhs forty one thousand nine hundred ninety one only). The Bank Guarantee shall be valid for a period of 21 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 Bank Guarantee to be issued under "**Structured Financial Messaging System**"(SFMS) is attached as Annexure-B

13. **Guarantee/ Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied materials for the periods as indicated below. The material supplied by you shall be warranted in respect of proper design, quality, workmanship. In case of premature failure the warranty replament should be completed within 30 days from the date of receipt of intimation.

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Item no 1: Cutting edge end bits for BG825 Motor Grader : The guarantee / warranty is 100 (one hundred) working hour from date of fitment or 18 months from date of receipt and acceptance of material whichever is earlier.

Item no 2: Cutting edge end bits for CAT14 Motor Grader : The guarantee / warranty is 100 (one hundred) working hour from date of fitment or 18 months from date of receipt and acceptance of material whichever is earlier.

Item no 3: TC cutting edge end bits for use on BG825 motor grader: The guarantee / warranty is 500 (five hundred) working hours (average) from date of fitment on the equipment. If the cutting edges and end bits fails before achieving the minimum life of 250 ( two hundred fifty) working hours, bidder have to replace the complete cutting edge & end bit set free of cost within 30 days from date of intimation by the project in-charge (Excv) / Area SO (Exv) / GM(Excv)

The set which failed before achieving the minimum 250 hours shall not be considered for evaluating actual / average hours. However, working hour of the free replaced set shall be considered for evaluation / actual average hours.

If the cutting edge & end bit set fails after achieving minimum 250 hours and do not achieve the average guaranteed working hours of 500 hours, you have to make good the less working hours achieved by giving additional replacement cutting edge end bit sets free of cost , to complete the balance average working hours.

In each case, if you fail to supply additional cutting edge end bit set, proportionate amount will be deducted from your pending bills / future bills / PBG to recover the amount towards shortfall in total guaranteed hours.

**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.

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- 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) Price Certificate & price fall certificate
  - (vii) Any other document indicated elsewhere in the order, if applicable. Any other document as specified in the order, if applicable.
  - (viii) Auditors Certificate
  - (ix) Import Documents as per the details given below

**Submission of Import Documents :** Following import documents are required to be submitted with each supply to the consignee

- 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

Your shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) . The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

**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 the stores of identical description to any other organization during the period of contract"

**18. PRICE FALL CLAUSE:** You have undertaken in your offer 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 supply 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 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. Auditors Certificate:** You have to submit the Auditors Certificate with the bills that the customs duty has been paid as per the prevailing customs duty, and refunds if any shall be passed on to WCL

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**21. IDENTIFICATION:** Identification mark ( manufacturers name / Trade mark ) shall clearly be embossed / engraved / punched on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time

**22. 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*  
14/9/2018  
(N V RAGHU BABU)  
Sr. Manager (MM)

Yours faithfully

*C. R. SAMANTRAY*  
14/9/18  
(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)/Depot Officer, 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. M/s. ESCO BUCYRUS BLADES, 214 MW 25th Avenue, Portland, Oregon-97210 - This has reference to their authorization vide dated. 13-02-2018

**Indent details: Approved MB 2018-19 for Cutting Edge and End Bit sets for various HEMM**

(For internal circulation only)

**BC Reference:**

Sn	Area	BC Ref.	BC amount Recd.
1	Wani	RB/WA/CGM/ 4350/08/ 2018-19 dt 15-03-2018	32,32,138.00
2	Wani North	REV/WNA/HQ-A&B/18-19/EXCV/ 03 dt 29-03-2018	12,00,000.00
3	Nagpur	REV/HEMM SP/A&B CLASS/HQ/18-19/43 DT. 17-03-2018	21,31,000.00
4	Umrer	WCL/UA/HQ/ HEMM SPARES /2018-19/04/04 dt 05-03-2018	16,71,175.00
5	Majri	RB/MA / GM / 4450 / HEMM STORES/03 /03/A&B /18-19 dt 08-03-2018	9,87,542.00
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES/2018-19/67/09 DT. 11-03-2018	19,67,886.00
7	Ballarpur	BA/RB/Excv/HEMM /A&B CLASS/10/149/18-19 dt 18-03-2018	17,03,805.00
			1,28,93,546.00

This is issues with the approval of competent authority

*N V*  
14/9/2018  
Sr. Manager (MM)

*C. R. SAMANTRAY*  
14/9/18  
Chief Manager(MM)