

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



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



Department of Material Management

CIN — U:10100MH1975GO1018626 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. 21000130119131

Dt: 04-10-2019

To

TRIAL / VENDOR DEVELOPMENT ORDER

M/s. SHANTILAL C MEHTA

Vendor Code: 616222

Sagar Vihar, 45, Kulpati Munshi Road

Vendor Category: Dealer

Chowpatty, Mumbai - 400007

Email id: kaushal@shantilalcmehta Ph no: 022-43212000

GSTIN: 27AAKFS9222J1ZR

Dear Sir,

Sub : TRIAL / Vendor Development Order for Supply of Cutting Edge and End Bit Sets for Various HEMM

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e082-2018-19, opened on 03-01-2019 (Tender id 2018_WCL_122839_1)
2. Your offer vide Bid id no:364359 dt. 01-01-2019 and subsequent clarifications/ shortfall documents submitted on e-tendering portal
3. Your letter no: SCM/WCL/Cutting Edges/ 24-08-2019 dt. 26-08-2019

This has reference to above. We are pleased to place Trial / Vendor Development supply 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.	Item Description	Quantity	Units	Basic Price Rs./ set	Total Value Rs.
1	Cutting Edge and End Bit set for BEML BG 825 Motor Grader, Complete set. Each set consisting of following items:				
	Sl no	Description	OEM Part no	Qty per set	
	1	Cutting Edge	2367012140	2 nos	
	2	Edge Side	2347032230	2 nos	
	3	Edge Side	2347032240	2 nos	
	4	Bolt	2347032260	32 nos	
	5	Bolt	2347032270	10 nos	
	6	Bolt	2347032280	02 nos	
	7	Nut	2347032290	44 nos	
8	Washer	0164332060	44 nos		
2	Cutting Edge set for CATERPILLAR 14 M Motor grader Each Set (Complete set) consists of following items:				
	Sl no	Description	OEM Part no	Qty per set	
	1	Cutting Edge	4T2236	2 nos	
	2	Bolt	6J4773	34 nos	
3	Nut	2J3506	34 nos		
3	Tungsten Carbide Cutting Edges and End Bits set for BEML BG 825 Motor Grader, Complete set. Each set consisting of following items:				
	Sl no	Description	OEM Part no	Qty per set	
	1	Dual Tungsten Carbide Cutting Edge	452WA12018	4 nos	
	2	Side Side	452WA11962	2 nos	
	3	End Bit	452WA11979	2 nos	
	4	Bolt	452WA11987	32 nos	
	5	Bolt	2347032280	12 nos	
	6	Nut	CFN3021917	44 nos	
7	Washer	CFW5200060	44 nos		
Make: BYG S.A Spain					
Total Value					115385.00
GST: Extra @ 18%					20769.30
Total Order Value					136154.30

Total Order Value: Rupees one lakh thirty six thousand one hundred and fifty four and thirty paise only

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TECHNICAL SPECIFICATIONS: The part no and description indicated above are technical specification of the items as per the OEM Part no and specifications / dimensions as per OEM standards. The supplied item shall be as per the technical specifications, part no and application as per the NIT and shall conform to OEM standards, shall fit and function properly on the machine without any modifications and perform satisfactorily.

OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight, Insurance charges upto destination stores. . You shall be responsible for safe arrival of the goods at Consignee stores
 2. **Goods and Service Tax (GST):** GST shall be paid extra on the above basic price , as applicable on the date of supply. The present rate of GST is @ 18%
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.
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:** Delivery of the ordered materials shall be completed within 04 (Four) months which shall be reckoned from the 7th day of placement of supply order.
 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**
- 6. Payment terms:** 100% payment shall be made after successful completion of the guaranteed working hours and upon satisfactory performance certified by GM(Excv) HOD, WCL Hqrs.

7. Paying Authority: General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

8. EFT Details :-

Name of the Bank	Bank of Baroda
Branch & Location	Opera House Branch, Mumbai - 400004
Account Number; Nature of Account	04090500000068 ; Current
IFS CODE of the Branch	BARBOOPERAH

10. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis. Safe arrival of the goods at Consignee end is your responsibility.
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. for **Rs. 13,615.00** (Rupees Thirteen thousand six hundred and fifteen only) within 15 days time from the date of supply order to the order placing authority. The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-B.

Security deposit money will be refunded to you within 30 days from the date of confirmation of satisfactory performance of the supplied materials. For Unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

12. **Performance Bank Guarantee: Not applicable**

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13. Guarantee/ Warranty:

You shall be fully responsible in respect of design, quality and workmanship of the complete Cutting Edge and End bit set, and shall furnish the composite warranty for complete set for satisfactory performance of the supplied Cutting Edge and End Bit sets for periods as indicated below. 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 your own cost. In case of premature failure the warranty replacement should be completed within 30 days from the date of receipt of intimation

- Item sl no: 1 Cutting Edge and End Bit set for BG 825 Motor Grader: The Guarantee / warranty is 100(one hundred) working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.
- Item sl no: 2 Cutting Edge and End Bit set for CAT14 Motor Grader: The Guarantee / warranty is 100(one hundred) working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.
- Item sl no: 3: Tungsten Carbide Cutting Edge and End Bit set for BG 825 Motor Grader: The Guarantee / warranty is 500(five hundred) working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.

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

14. TRIAL PERIOD : Each cutting Edge and End Bit set fitted on the equipment shall perform satisfactorily during the guaranteed working hours (as indicated in the guarantee / warranty clause). After satisfactory performance of the complete cutting edge and End bit set and achieving the guaranteed working hours as per the terms of the supply order, GM(Excv) HOD WCL will declare the Item / you as a proven source.

In case the supplied cutting Edge and End Bit set failed before achieving the guaranteed working hours, the you have to supply a New Set free of Cost and the performance of the replaced set shall be monitored afresh.

If the second New Set so supplied by you also fails to achieve the guaranteed working hours, the performance of the product / you will be deemed as unsatisfactory and the security deposit submitted by you shall be forfeited, upon confirmation from GM(Excv) HOD.

15. 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 you 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 you 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 as per the Risk Purchase Clause of the NIT, 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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16. **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) Auditors Certificate as per cl no: 17
 - (vii) Lowest Price Certificate and price Fall certificate as per cl no: 19 & 20
 - (viii) Import Documents as per cl no: 18
 - (ix) Any other document indicated elsewhere in the order, if applicable.

17. **Auditors Certificate:** You shall 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

18. **Submission of Import Documents :** As the supplied parts are of imported origin, 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

The supplier 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.

19. **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.

- a) You will advise, in the event of his 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 cession of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract, as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

20. **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"

21. **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 supplies

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22. 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 to be given at the time of supply.

23. Identification mark: The manufacturer's Identification mark / Trade Mark shall be clearly be embossed / engraved/ punched on each item (except fastners) at a visible place which is not subject to normal wear and tear, for convenience of identification at any time

24. Technical Support Service : You shall render technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the supplied cutting edge sets

25. 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
4/10/2019
(N V RAGHU BABU)
मूक्य. प्रबंधक (सा.प्र)

Yours faithfully

K S R Divakar
(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

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

6. M/s. BYG S A, } This has reference to their tender specific
CALLE EL PLA 45, MOLINS REI, 08750, MOLINS DE REI } authorization dt. 31-12-2018
BARCELONA; SPAIN

Indent details: Approved MB 2018-19 for Cutting Edge and End Bits for various HEMM

BC Reference: BC for Rs. 2,58,654.82 to be utilized from the BC amount of Rs. 1,25,17,547.00 against MB 19-20 for Cutting Edge and End bits sets

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/ 07/19-20/A&B CLASS HQ/ 1001/4350 dt 09-06-2019	33,88,846.00
2	Wani North	REV/WNA/HQ-A&B/19-20/EXCV/ 11 dt 10-06-2019	10,15,000.00
3	Nagpur	AFM/CGM/NGP/BC/REV/HEMM SPARES/A&B/19-20/P-127/84 dt.02-07-2019	12,97,826.00
4	Ballarpur	BA/RB/09/162/19-20/A&B Class dt 09-06-2019	17,24,163.00
5	Chandrapur	RB/CHA/AREA/M B/A&B-HEMM-STORES/80/07/2019-20 dt. 14-05-2019	25,32,636.00
6	Majri	RB/MA/GM/4460/HEMM STORES/03/07/A&B/2019-20 dt. 17-08-2018	7,61,460.00
7	Umrer	WCL/GM(U)/HEMM Spares/HQ/08/04 dt. 20-05-2019	17,97,616.00
			1,25,17,547.00

N V Raghu Babu
4/10/2019
(N V RAGHU BABU)
मूक्य. प्रबंधक (सा.प्र)

K S R Divakar
(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

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 female gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

Msc
Msc

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