



# WESTERN COALFIELDS LIMITED

(A Government of India Undertaking)

Under jurisdiction of Nagpur Court Only

## MATERIALS MANAGEMENT WING

Coal Estate, Civil Lines, Nagpur-440001 Phone: 0712-2510691, 2511381, Fax : 2510284

M/F

Supply Order No: 11000110518208

Date: 08.03.2019

To  
M/s Action Construction Equipment Ltd  
401, 4<sup>th</sup> floor, PINNALCE, Surajkund  
Faridabad, NCR 121009

### SUPPLY ORDER

Vendor Code :506193  
Ph- 011-40549900; Fax-011-40549922  
Type Of Vendor : Manufacturer

#### Sub: Supply of Mobile Cranes of 8 Te capacity

- Ref: 1.Our E- Tender no: WCL-hq-pur-yvr-e073-2018-19 opened on 26.03.2018 (Tender id: 2018\_WCL\_121415\_1)  
2. Your Bid id no 358605 and subsequent submission of shortfall / confirmatory documents on portal  
3. WCL's letter no NGP/WCL/18-19/Crane/e073/1963 dt 21.01.2019  
4. Your email dated 25.01.19, enclosing your letter no ACE/M/18-19/0125 dt 25.01.2019  
5. Your email dated 30.01.2019  
6. Your email dated 01.02.2019

Dear Sir,

With reference to above, we are pleased to place a Firm order on you for supply of 1 no of 8T capacity **Mobile Crane** at the rates, specifications, the terms and conditions stipulated hereunder and General terms and conditions enclosed:

#### 1. Description of stores and Prices:

Description	Tendered qty (nos)	Unit Basic Price Rs.	Extended value Rs.
Pick and Carry Hydraulic Mobile Crane 8Te capacity, Make "ACE", Model "RHINO110c", as per detailed Technical specifications as per Annexure "A" enclosed	1	9,00,000.00	9,00,000.00
Freight charges @ Rs.53,000.00			53,000.00
FOR Destination price of Crane (Basic + freight charges )			9,53,000.00
GST @ 18% on FOR Destination price			1,71,540.00
Total value of order before availing ITC against GST			<b>11,24,540.00</b>

**Total Value: Rs.11,24,540.00** (Rupees Eleven lakhs twenty four thousand five hundred & forty only).

2. **Price:** The above prices are FIRM and on FOR destination basis inclusive of packing and forwarding, Freight and insurance charges. For FOR Supply, Freight charges will be paid extra at actuals to a maximum ceiling of Rs. 53,000.00 (Rupees fifty three thousand) per equipment against documentary evidence. Safe arrival of materials at destination shall be your responsibility.

3. **GST :** GST shall be paid extra as applicable on the date of supply within the stipulated delivery period. Present rate is 18%. You will have to submit GST Compliant invoice giving details of GST registration number, HSN Code, Rate of GST etc, as per the GST Act 2017. You shall submit GST complaint Invoice enabling WCL to avail Input Tax Credit on GST. ITC shall be availed by the Paying Authority. In case of any failure on supplier's account for compliance of above provision, the penalty including interest, if any, borne by WCL on ITC shall be recovered from you.

4. **Delivery:** The delivery of the Crane shall be completed within three months from the 7th day of the order date.

#### 5. Consignee and Allocation :

Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
Durgapur	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur OC, Distt:- Chandrapur (M.S) - 442403

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08/03/19

**SO No: 11000110518208 dt 08.03.2019; M/s Ace Construction Equipment Ltd**

6. **Payment Terms:** Payment for 80% of the equipment value ( landed value of the equipment including taxes and duties and excluding installation and commissioning charges (if any)) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Performance Bank Guarantee. Payment for balance 20% of the Invoice value (landed value of the equipment including taxes and duties) and 100% installation & commissioning charges (if any) shall be made within 21 days after successful commissioning of the equipment.

7. **Paying Authority:** General Manager (Fin)I/c WCL Hqrs, Coal Estate, Civil Lines, Nagpur 440001

8. Your Bank Details for EFT are as under :

Name of the Bank and Branch with Location	ICICI Bank Ltd, CIBD Booth No 104-105, District centre ,Sector -16, Faridabad Haryana
Account Number	008351000007
Nature of Account	Current
IFS Code of the Branch	ICIC0000083

9. **Inspection :** Final Inspection of the Equipment shall be carried out at the destination stores, which will be arranged by consignee on receipt of stores.

10. **Guarantee / Warranty:** (Also refer technical specifications) You shall warrant the equipment supplied under this contract.

A- In accordance with the contract specification.

B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.

C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to you.

11. **Performance Bank Guarantee:** M/s Ace Construction Equipment have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. Rs.1,12,454.00 (Rupees one lakh twelve thousand four hundred and fifty four only) valid for a period of 21 months of from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period.

The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(E&M)HOD, WCL(HQ)s or extended as deemed fit.

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:

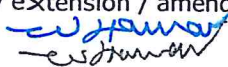
Name of beneficiary and details	
Name	Western Coalfields Ltd.
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account No: 005905018053 Customer Id : 556096497 ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	Hrushikesh Sakalkale, Ph. No. +91-9923202096

BG advising message – 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western coalfields ltd HQ, Coal Estate, Civil lines, Nagpur – 440001, Maha rashtra" by **Registered post /AD**.

Any extension / amendments to the BG shall be done following the same procedure as above.





12. **Submission Of Bills :**

a. For claiming **80% payment**, 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 Invoice as per GST Act 2017 with all details of GST registration number, HSN Code, Rate of GST etc.
- ii. Packing list in original list giving details of bill of materials, if applicable.
- iii. Consignment note / RR/ LR in original.
- iv. Warranty / Guarantee certificate.
- v. Manufacturer's test certificate, if applicable.
- vi. Documentary proof towards Freight Charges.
- vii. Any other document indicate elsewhere in the order

b. For Claiming **20% payment**, the following documents are to be submitted "

- i. Pre-receipted and stamped bill for 20% payment.
- ii. Commissioning Certificate from Area General Manager of consignee Area.

13. **LIQUIDATED DAMAGES:** In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

- a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which you have not been able to supply (for this purpose part of a unit supplied will not be considered) 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 from elsewhere, after due notice to the successful tenderer, 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 consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e) To forfeit security deposit in full or part.
- f) Whenever under the contract a sum of money is recoverable from and payable by you, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due in this or any other contract, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, you shall pay to Western Coalfields Limited, on demand the remaining balance. You shall not be entitled to any gain on any such purchase.

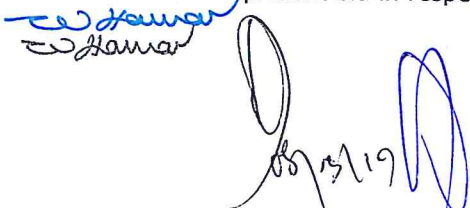
14. **Force Majeure Condition:** If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL 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 CIL 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.

15. **Security Deposit:** You have to furnish the security deposit 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.1,12,454.00 (Rupees one lakh twelve thousand four hundred and fifty four only), within 15 days time from the date of supply order to the paying authority.

Security deposit money will be refunded to the you 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. Security money may be converted in to performance Bank Guarantee as per NIT provisions.

12. **Supply Point:** Dhudhola Link Road, Village : Dhudhola, Palwal, Haryana.

13. **Price Certificate:** As undertaken and submitted along with your offer, a Price Certificate shall be submitted along with supply as under: "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

  
Handwritten signature and date: 08/03/19

**SO No: 11000110518208 dt 08.03.2019; M/s Ace Construction Equipment Ltd**

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.

This Order shall also be governed by the General Terms and Conditions of supply of stores, unless and otherwise specified in the above paragraphs.

Please acknowledge the receipt of this order and arrange for execution as per terms and conditions stipulated above.

  
Y Venkata Ramaiah  
Sr .Manager (MM)

Yours faithfully,  
  
C.R.Samantray  
Chief Manager (MM)

**Enclosures: -**

- Annexure-A : Technical specifications, Scope of supply, General requirement  
Annexure-B : General Terms & Conditions  
Annexure-C : List of Filters & Seals for 3000 hours of operation & Tool Kit  
Annexure-D : PBG format

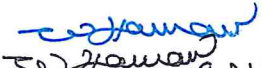
**Copy to:**

1. GM(E&M) HOD / GM(Fin)I/C – I / GM(P&P) WCL,HQ
2. Area General Manager / SO(E&M)/ SO(MM)/Depot Officer , Chandrapur
3. Dy. Manager (CP), WCL, Hqrs
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
5. Sr. Manager (MM/Admn.), WCL(HQ) – The Landed value of the order is Rs.11,68,200.00

Indent reference: Indent no WCL/CJA/Durgapur/E&M/P&M dt 17.02.2018 approved by GM(E&M) HOD

BC reference: FA/WCL/CAP//BC/OPM/417 dt 05.03.2019 for Rs.11,24,540.00

Proposal concurred by AF(MM) and approved by GM(MM) I/c

  
Y Venkata Ramaiah  
Sr .Manager (MM)

  
Chief Manager (MM)

Technical specifications, Scope of supply, General requirement

Specification Parameter *
PICK AND CARRY HYDRAULIC MOBILE CRANE- 8 T; Quantity - 1 No
<b>1.01-BOOM:</b> Heavy duty, hydraulically operated 2-stage/part, telescopic extension boom.
a-Maximum Reach: 5.6 mtrs
b-Minimum Reach: 2 mtrs
<b>1.02-LOAD</b>
a- Min. : 8 MT at a Radius of '2.0 Mtrs.
b- Mini.: 2 MT at maximum boom length (Horizontal).
<b>1.03-PARAMETERS</b>
<b>A- PICK AND CARRY HYDRAULIC MOBILE CRANE</b>
1) Make : ACE make
2) Model : Rhino 110C
3) Type : Pick 'n' Carry Type
4) Max. over all length : 11.2 mtrs
5) Max. over all width including tyres : 2.4 mtrs
6) Max. over all weight : 8150 kgs
7) Clearance diameter – boom at carry : 11 mtrs
8) Max. over all height – boom at full raise: 9 mtrs
<b>B-ENGINE</b>
1) Make : Simpson
2) Model : Model S433 BSIII
3) Type : Diesel
4) BHP @ RPM : 48 BHP @ 2200 rpm
5) No. of cylinders : 4 nos
<b>C-TRANSMISSION</b>
1) Make : ACE
2) Type : Sliding Mesh Spur type
3) No. of Gear speeds – forward and reverse : 6 Forward & 2 reverse speeds
4) Max. Travel speed - forward and reverse : Forward : L1 – 3.00 Kmph L2 – 5.54 Kmph L3 – 8.31 Kmph H1 – 12.00 Kmph H2 – 21.00 Kmph H3 – 28.00 Kmph Reverse : R1 – 3.75 Kmph R2 – 14.75 Kmph

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<b>D- HYDRAULIC CONTROL VALVE,</b>
1) Make: : 'Hydro Control
2) Model : D 4/4
3) Type : 2500 psi
<b>E-PUMP</b>
1) Make : ACE/VELJAN/YUKEN
2) Model : 14 Galon
3) Type : Intra Vane Type/ GEAR PUMP
4) Operating pressure : 2500 psi
<b>F- TELESCOPIC BOOM</b>
1) No of Stages : 2 part
2) Total length of Boom : 5.6 mtrs
3) Length of each stages : 2500 mm
4) Boom raising / lowering time : 20 sec / 16 sec
5) Telescopic Extension in/time out : 21 sec
6) Hoist hook speed : 24 mtr/ min (Line speed)
7) Hoist Rope dia: 13 mm
<b>G-TYRES</b>
1) Type & make : BIRLA/JK / MRF / CEAT
2) Size front/rear : Front: 11.00X20 /Rear: 13.00X24
3) Ply rating front/rear : Front: 16 PR / Rear: 12 PR
4) Tyres pattern front/rear : Heavy duty industrial for crane use
5) Rim size : 'Front: 7.00 x 20 / Rear: 24 x 9.00
<b>H-ELECTRIC SYSTEM</b>
1) Starter make & model : PMP / Lucas - TVS 12 V DC
2) Alternator make & model: PMP / Lucas - TVS
3) Battery make & Nos. of Battery: Exide/TAFE/SPEED
4) Lighting details front/back/side: 5 Front, 4 Back
<b>I-STEERING</b>
1) Type & make : Hydraulically Operated Stick Steering : Hydro Control
2) Steering Angle (each side): 55 degrees
<b>J-FRONT BRAKE</b>
1) Type : Hydraulic Brake
2) Actuating system : Pedal Operated
<b>K-REAR BRAKE</b>
1) Type : Mechanical Brake
2) Actuating system : Pedal Operated
<b>L-PARKING BRAKE</b>
1) Type : Mechanical
2) Actuating system : Hand Operated

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**3.0-SITE CONDITIONS**

3.1-Max./min. ambient air temperature: 50° C/5° C

3.2-Relative humidity (Max.): 98.00%

3.4-Altitude (From MSL) min./max.: 100 M/1000 M

3.5-Environment (Atmosphere): Dusty, Hot, Humid & Rainy

3.6-Wind speed (min./max.) Km/hr: 8 to 100

3.7-Road: Rough terrain, Mine floor

**4.0-STANDARDS**

4.1-The equipment shall have to meet approval of the statutory Government Authorities (if applicable).

4.2-The standards to be followed as per BIS/ISO/International Standard/SAE wherever it is applicable for Earth Moving Machinery (Mobile crane) and the self attested photo copy of Standard References shall be enclosed suitably for ENGINE, hydraulic brakes, steering, operator's cabin, controls, displays, guards and shields, ground speed, turning dimension etc.

4.3-The crane should be tested and approval by Automotive Research Association of India for getting the same registered with local R.T.O.

**5.0-SCOPE OF SPECIFICATION**

5.1-This specification is intended to cover the technical requirements and type for the design, manufacture, testing, delivery, on site erection and commissioning of a diesel powered, self propelled hydraulically operated mobile service crane having lifting capacity 8 MT

**6.0-SPARE PART PROVISION**

6.1-Manufacturer/supplier shall warrant that sufficient spares and servicing facility will be available to maintain the equipment in use throughout its life.

6.2-LIFE TIME SPARE PARTS :The supplier undertakes and guarantees to produce and maintain stock to be available for purchase by the purchaser under separate agreement of all spare parts and consumables as may be required for maintenance and repair of the machine throughout its working life. In the event that the supplier wishes to terminate production of such spare parts, the supplier shall

(a) give six months notice in writing prior to terminate the production of spare parts in order to permit reasonable time to procure needed requirements, and

(b) immediately following termination provide to the purchaser at no cost, manufacturing drawings, material specification and all necessary permission to facilitate manufacture of the spare parts elsewhere.

**7.0-TECHNICAL PARAMETER**

7.1-ENGINE: BS-IV Engine. Diesel operated, water cooled. The same Engine to be used for powering both the system, for movement of the vehicle as well as for crane operation.

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7.2-TRANSMISSION: Heavy duty transmission suitable for specified crane operation.
<b>7.3-SPEED:</b> 4 forward and 1 reverse speeds on both High and Low Selector. (Travel speed shall be restricted as per safety norms).
7.4-ANGLE OF SWING : 45° on either side
7.5-HOIST: Rope compensated hoist hook (Boom hoisting should be operated through hydraulic system).
<b>7.6-BRAKES:</b> The machine should have efficient braking system in all wheels (Front & Rear) actuated by a single brake pedal.
<b>7.7-PARKING BRAKE:</b> Suitable parking brake shall be provided.
<b>7.8-FUEL TANK:</b> Capacity of fuel tank shall be suitable for 16 hrs continuous operation of machine.
<b>7.9-TYRES:</b> Tyres of Front and Rear wheel shall be adequate size, heavy duty suitable for rough terrain in mining application and preferably selected from Indian manufactures.
<b>7.10-OPERATOR'S CABIN:</b>
A-A fully insulated, lockable operators cabin with fully adjustable suspension seat, wind screen in all the sides for clear visibility, wind shield wiper along with cooling fan.
B-All operating controls, monitoring and working signals should be conveniently located in the consoles within easy reach of the operator. and shall comply with specific ISO/ BIS/ IS (as applicable).
<b>7.11-ELECTRICALS</b>
A-12V DC electrical system with suitable rated alternator of reputed make.
B-High capacity battery of reputed make for electric start, lights, indicator, horns etc. (with a battery isolation switch).
C-All the electrical circuits shall be protected by adequately rated fuses.
<b>7.12-LIGHTS:</b>
A-Front and rear lights as per standard norms of ISO/BIS/IS/SAE (as applicable)
B-Stop and tail light as per standard norms of ISO/BIS/IS/SAE (as applicable)
C-Instrument panel and cabin lights as per standard norms of ISO/BIS/IS/SAE (as applicable)
D-Fog lamps as per standard norms of ISO/BIS/IS/SAE (as applicable)
<b>7.13-HYDRAULIC SYSTEM:</b> Adequate capacity hydraulic pump shall be provided with control valve for safe operation and pressure relief valve for precision control for rated output.
<b>7.14-MONITORING / SAFETY ITEMS</b>
A-Gauges & indicator:
B-Water temperature meter

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C-Engine oil pressure gauge
D-Fuel capacity meter/gauge
E-Engine hour meter
F-Safety devices:
G-Over load warning system
H-Over hoist warning system
I-Hydraulic oil temperature gauge
J-Safety brakes in hoist
K-Indicator for power
L-Warning Alarms: Audio-visual warning alarms for (1) Reversing (2) Engine oil pressure.
M-Guards and shields: Adequate guards and shields, which comply with relevant ISO/ BIS/ IS/ SAE shall be provided through-out the machine.
N-Fire Extinguisher: The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 Kg (min.) and shall comply with Indian Standard IS:2171-1999/IS.
O-Erection/Assembly, commissioning and performance testing
P-You shall provide the services of specialist technician to supervise the installation/ erection/assembly, commissioning and any performance testing of the equipment and accessories supplied.
<b>8.0-TRAINING</b>
8.1-You shall also be responsible for the provision and delivery content of any suitable training programme necessary for operation and maintenance of the equipment.
<b>9.0-SUPPLEMENTARY ITEMS</b>
9.1-The equipment shall be provided with a comprehensive tool kit, which shall include all special tools required for erection, commissioning and for the maintenance and repair purposes.
9.2-First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.
9.3-All filters and 'O' rings except standard engine filters required for first 3000 working hours.
<b>10.0-SUPPLIERS RESPONSIBILITY</b>
10.1-You shall accept responsibility for the provision of complete operable and compatible equipment and systems within the scope of supply. Apart from the major items as indicated in the specification supplier shall ensure that the total supply includes all necessary equipment for it to function effectively and safely. Any additional items the supplier considers necessary to ensure compliance with such a requirement shall be identified and included.
10.2-Any other item not indicated above but required for the completeness of the equipment is /are included in the scope of supply
<b>11.0-COMPOSITE WARRANTY/ GUARANTEE</b>
11.1-You shall warrant the equipment supplied under this contract.
A- In accordance with the contract specification.

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W. Hamar

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B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.

C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to you.

**12.0-PERFORMANCE GUARANTEE**

12.1-Availability guarantee : - The Mobile Crane shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning.

12.2-- The availability will be calculated as per the following formula.

$$\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$$

where, Down time = Maint. hrs + Breakdown hrs.

**13.0-Performance Bank Guarantee (Also refer clause no 11 of the order)**

13.1- The availability guarantee shall be backed by a lean guarantee of 10% of the value of the equipment, which shall be kept valid for a period of 21 months from the date of supply of the equipment.

13.2- You shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 85%.

13.3- For every one percent fall in availability below 75%, 1% value of the equipment will be deducted.

13.4- In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund the full amount in cost of equipment as per the supply order.

**14.0-DOCUMENTS TO BE SUBMITTED WITH THE SUPPLIES :**

A-Suitably illustrated copy of operating, repair and maintenance instruction manual for all the equipment, in English language – 2 Sets.

B-Illustrated copy of detailed spare parts manuals covering all plant, equipment and accessories – 2 Sets.

C-Detailed drawings illustrating erection/assembly for the equipment – 2 Sets.

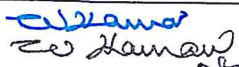
D-All the test certificates.

E-Statutory documents (if any).

F-Inspection and guarantee/warranty certificate.

G-Self attested photo copies of standard references related to BIS/IS/ISO/SAE as applicable/ followed.

H-Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable.

  
Sr .Manager (MM) 08/03/19

  
Chief Manager (MM)