

SO no: 11000130119111 dt. 23-09-2019

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केवल नागपुर कोर्ट के अधीनकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



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

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

SO. NO. 11000130119111

Dt: 23-09-2019

SUPPLY ORDER

To
M/s. Tata Hitachi Construction Machinery Company Pvt Ltd Vendor Code: 516993
Block no: 502, 6th Floor, Sri Ram Shyam Towers Vendor Category: Manufacturer
S V Patel Marg, Kingsway, Nagpur-440001
Email id: dharmendra.tembhare@tatahitachi.co.in Ph no: 92256090347
GSTIN: 27AAACT9077B1ZA

Dear Sir,

Sub : Formal Order for supply of Spares for Tata Hitachi - EX-1200 Hyd Excavator (OPM Category Items)

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e018-2019-20, opened on 04-06-2019 (tender id 2019_WCL_137559_1)
2. Your offer vide Bid id no :408230 dt. 25-05-2019 and subsequent letter no: THCM/WCL/19-20/06 dt. 19-07-2019

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Spares for Tata Hitachi - EX-1200 Hyd Excavator (OPM Category Items) as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	Item Description & OEM Part no	Item Code	Qty	UOM	Basic Rate per unit Rs.	Total Value Rs.
1	CYLINDER ARM - PART NO: 4438244	15593993228	1.00	no	3291853.00	3291853.00
2	SWING MOTOR OIL - PART NO: 4405479	15593993243	2.00	no	961203.00	1922406.00
3	PISTON PUMP - PART NO: 4434308	15593993504	2.00	no	612018.67	1224037.34
4	GEAR PUMP PILOT - PART NO: 4482892	15593995314	2.00	no	282096.65	564193.30
	Total Value					7002489.64
	GST: Extra @ 18% on Item sl no: 1 & 2					938566.62
	GST: Extra @ 28% on Item sl no: 3 & 4					500704.58
	Total Order Value					8441760.84

Total Order Value: Rupees Eighty four lakhs forty one thousand seven hundred and sixty and eighty four paise only

OTHER TERMS & CONDITIONS:

1. Prices: The prices are FIRM on F.O.R. destination basis inclusive of Packing & Forwarding charges, Freight & Insurance Charges upto destination stores.
2. Execution of order: Execution of the order i.e Supply and Billing will be done by M/s. S S Excavation Solutions LLP, Nagpur, the authorized dealer of M/s. Tata Hitachi Construction Machinery Company Pvt Ltd. Supply. Payment will also be made to M/s. S S Excavation Solutions LLP, as per the offer of M/s. Tata Hitachi

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SO no: 11000130119111 dt. 23-09-2019

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The details of Supply Vendor :

M/s. S S Excavation Solutions LLP

Amir Manzil, First Floor, 6 Mount Road Extension

Sadar, Nagpur - 440001

Email id: info.ssesllp@gmail.com Ph no: 0712-2545037

GSTIN: 27ADFFS0862C1Z9

Vendor Code: 616959

Vendor Category: Dealer

3. **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 Item sl no: 1 & 2 and @ 28% for Item sl no: 3 & 4. Your authorized dealer 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. Your authorized dealer 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 / your authorized dealer.

4. **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.

5. **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.

6. **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 of M/s. S S Excavation Solutions LLP**

Name of the Bank	HDFC Bank Limited
Branch & Location	Dharampeth Extension, Shankar Nagar, Nagpur
Account Number; Nature of Account	50200023101460 ; cash / credit
IFS CODE of the Branch	HDFC0000102

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. 8,44,176.00** (Rupees Eighty Lakhs forty four thousand one hundred and seventy six 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. Bank Guarantee has to be submitted in paper form as well as under SFMS

Security deposit money will be refunded to 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.

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12. **Performance Bank Guarantee: Not applicable**
13. **Guarantee – Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for 12 months from the date of installation and commissioning / fitment or 18 months from the date of receipt and acceptance of the materials at consignee's end whichever is earlier. 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. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.
14. **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 to be submitted alongwith the bills
15. **Technical Support Service :** You shall provide technical support service for the supplied Spares. Your representative shall be available at the time of commissioning of the supplied spares and your representative must visit as and when required basis to provide technical support to the areas of WCL for smooth running of the Excavators
16. **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,
- 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.
 - 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
 - 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-
 - 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.
 - To forfeit the security deposit full or in part.
 - 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.
17. **SUBMISSION OF BILLS:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
- Pre-receipted and stamped Tax Invoice as per GST rules
 - e-way bill (as per GST rules),** if applicable.
 - Consignment note / RR/ LR in original. **(if applicable)**
 - Manufacturers Warranty / Guarantee certificate**
 - Fitment Guarantee Certificate
 - Lowest Price Certificate and Price Fall Certificate
 - Any other document as specified elsewhere in the order, if applicable.

WCL

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18. 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.

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.

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.

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.

19. Lowest 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"

20. Price fall certificate: 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

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
23/9/2019
(N V RAGHU BABU)
वरि. प्रबंधक (सा.प्र)

Yours faithfully

K S R Divakar
23/9/19
(K S R Divakar)
मुख्य.प्रबंधक (सा.प्र)

Enclosures: -

Annexure-A : General Terms and conditions

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. M/s. S S Excavation Solutions LLP,
Amir Manzil, First Floor, 6 Mount Road Extension
Sadar, Nagpur - 440001

Indent details: Against MB- 2019-20 for Spares for Tata Hitachi EX-1200 Hyd Excavators

BC Reference: BC/WCL/REV/GM(EXCV)/2019-20/EXCAVATOR-1000/1200/ 09/05/27 DT. 19-09-2019

For Rs. 84,41,760.00

N V Raghu Babu
23/9/2019
वरि. प्रबंधक (सा.प्र)

K S R Divakar
मुख्य.प्रबंधक (सा.प्र)