

SO no: 11000230119214 dt. 11-01-2020

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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 लि० 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 लाईंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur(MS)-440001

SO. NO. 11000230119214

Dt: 11-01-2020

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 Tooth Points for Tata Hitachi Ex-350 Hydraulic Excavator (Proven Source Category Items)

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e088-2019-20, opened on 21-11-2019 (tender id 2019_WCL_153501_1)
2. Your offer vide Bid id no :454210 and your subsequent clarifications / short fall documents on e-procurement portal

This has reference to above. We are pleased to place our FORMAL ORDER on you for the supply of **Tooth Points for Tata Hitachi Ex-350 Hydraulic Excavator** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

NIT Sl. No.	Item Description & OEM Part no	Item Code	Qty	UOM	Basic Rate per unit Rs.	Total Value Rs.
1.1	Tooth Point for Tata Hitachi EX-350 Hyd Excavator; OEM Part no: TE06423; All Tooth Points shall be with Chequered welding	15595990142	90	NO.	1982.00	178380.00
1.2	Lock Pin for Tata Hitachi EX-350 Hyd Excavator; OEM Partno: TE04412	15595990154	90	NO.	246.00	22140.00
1.3	Washer for Tata Hitachi EX-350 Hyd Excavator; OEM Partno: TE03584	15595990162	90	NO.	113.00	10170.00
Total Value						210690.00
GST: Extra @ 18%						37924.20
Total Order Value						248614.20

Total Order Value: Rupees two lakhs forty eight thousand six hundred and fourteen and twenty paise 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.
- 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 Construction Machinery Co Pvt Ltd

Handwritten signature

Handwritten signature

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: 616959Vendor 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 all Items

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: The delivery of the ordered items shall be completed within 04 (Four) months which shall be reckoned from the 7th day from date 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.24,862.00** (Rupees twenty four thousand eight hundred and sixty two only) without having any ceiling 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 satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

11. Performance Bank Guarantee: Not applicable.

12. Guarantee/ Warranty: The material supplied by you shall be warranted in respect of proper design, quality, workmanship and proper fitment on the equipment and warranted for the period of 400 working hours from the date of fitment or 18 months from the date of receipt . In case any defect is found due to faulty design or bad workmanship then you have to replace the defective parts free of cost at site within 30 days from the date of receipt of intimation.

H.S.
M.S.



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.

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.

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 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 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 cessation 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.

17. 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"

18. 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

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NA





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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

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 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.

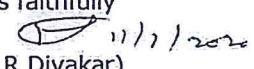
20. Identification mark: You should mark your identification mark or logo on non wearable surface of the products

21. Jurisdiction of Courts: The court of the place from the acceptance of tender has been issued I.e Nagpur Court shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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 RAGHU BABU)
मूक्य-प्रबंधक (सा.प्र)

Yours faithfully

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

Enclosures: -

- 1. Annexure A- General Terms and Conditions**
- 2. Annexure-B- Format for Bank Guarantee**

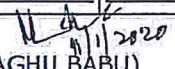
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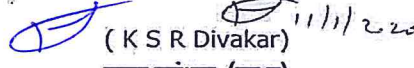
1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv)/Depot Officer, WCL All Areas
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs
6. M/s, S S Excavation Solutions LLP,
Amir Manzil, First Floor, 6 Mount Road Extension
Sadar, Nagpur - 440001

Indent details: Against MB- 2019-20 for Tooth Points for Excavators and Shovels

BC Reference: Against total BC amount of Rs. 1,44,86,987.20 for Tooth Points against MB 2019-20 indicated below. Rs. 97,11,694.29 lakhs has been utilized against Supply order no: 11100130119120 dt. 24-09-2019 and Rs. 25,16,077.66 has been utilized against SO no 192 & 193 dt. 14-12-2019 For OTR Tyres, leaving a balance amount of Rs. 22,59,215.25, which shall be utilized against this order

Sn	Area	BC Ref	BC amount
1	Wani	RB/WA/CGM/05/19-20/ A&B Class/ HEMM Spares/1001/4350 dt 02-04-2019	2592297.00
2	Wani North	Rev/WNA/HQ-A&B/19-20/EXCV/7A dt. 04-04-2019	813000.00
3	Nagpur	AFM/CGM-NGP/BC/REV/HEMM SPARES/A&B CLASS/19-20/P-125/74 dt.24-05-2019	2047840.00
4	Umrer	WCL/GM UA/HEMM SPARES /MB /19-20/04/02 dt 06-04-2019	949516.20
5	Majri	RB/MA / GM / 4460 / HEMM STORES/03 /04/A&B /19-20 dt 14-08-2018	843203.00
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES / 79/02/2019-20 dt. 05-04-2019	3410437.00
7	Ballarpur	BA/RB/02/161/19-20/A&B Class/HEMM dt 28-04-2019	3830694.00
			1,44,86,987.20


(N V RAGHU BABU)
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(K S R Divakar)
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