



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरल कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)
 सामग्री प्रबंधन 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. 11000330120085

Dt: 26-06-2020

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 Spares for Tata Hitachi – EX-1200 Hyd Excavator (OEM Category Items)

- Ref: 1. Single tender enquiry no. WCL-hq-pur-rb-e016-2020-21, opened on 21-05-2020 (Tender id no: Tender id 2020_WCL_171761_1)
2. Your offer vide Bid id no : 517146 dt. 17-05-2020 and subsequent clarification / Shortfall documents submitted on e- tendering portal
3. Your letter vide no: THCM/WCL/HQ/20-21/06/01 dt.17-06-2020

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 (OEM 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	Quantity (Nos)	BASIC RATE Per Unit Rs.	Total Value Rs.
1	CENTRE JOINT: Part no: 9183296	15593993536	1	365149.00	365149.00
2	TRACK TENSIONER ; Part no: 9156746	15593993721	2	767785.00	1535570.00
			Total		1900719.00
			GST: Extra @ 18%		342129.42
			Total Order Value		2242848.42

Total Order Value: Rupees twenty two lakhs forty two thousand eight hundred forty eight and forty two paise only

OTHER TERMS & CONDITIONS:

- Prices:** The above 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 Company Pvt Ltd

114

114

3. 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

4. **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%

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.

- 5 **Delivery:** The delivery of the ordered items shall be made within 04 (Four) month which shall be reckoned from the 7th day of placement of supply order.

Grace Period : A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period. The grace period will only apply to the original contract delivery period / refixed delivery period and will not be applicable once an extension of delivery has been granted.

6. **Option Clause :-** WCL will reserve the right to exercise the Option clause as per the terms of the NIT

7. **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.

8. **Consignee :** Depot Officer, WCL Central Stores, Tadali, Urjagram, PO: Tadali, Dist: Chandrapur Distt 442406 – Phone / Fax no: 07172-237295 /237076 ; **GSTIN : 27AAACW1578L1ZW**

9. **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.

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

11. **EFT Details of the supplier:** As per Bank Mandate of M/s. SS Excavation Solutions LLP, the supply vendor is Enclosed

12. **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 Fall Certificate
- (vii) Any other document indicated elsewhere in the order, if applicable.

13. Mode of dispatch: All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

14. Security Deposit: Not applicable

15. Guarantee/ Warranty: You shall give a guarantee / warranty for satisfactory performance of the supplied materials for 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance 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 his 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 or your authorized dealer 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

In case of warranty claim, you or your authorized dealer shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

16. Performance Bank Guarantee: Not applicable

17. Liquidated Damages:

(a) In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser 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 equipment/ stores which the successful tenderer 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% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling 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 equipment/ 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 any sum of money is recoverable from and payable by the supplier, the Purchaser 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 to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

(b) Denial Clause:

In case of extension of delivery period , any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

18. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, un damaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

19. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

20. Lowest Price Certificate : You have undertaken that the prices quoted by you for the ordered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization

21. Price Fall Clause:

"You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded .

- (i) The currency of contract will mean the period till completion of supply.

(ii) It shall be your responsibility to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

(iii) You shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. "

22. Fitment Guarantee certificate: You have to confirm that the supplied **part and its sub parts are exact replacement of Original Parts and 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 at the time of supply alongwith the bills


23. TECHNICAL SUPPORT SERVICE : You shall provide technical support service for the supplied Spares. Your representative should be available at the time of commissioning of the offered items. Your representative must visit as and when required basis to provide technical support to the Areas of WCL for smooth running of the Excavators

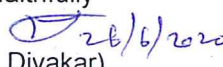
24. Identification mark: You should mark your identification mark or logo on non wearable surface of the products

25. Settlement of Disputes through Court of Law of Competent Jurisdiction: *The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this purchase Order/Contract . Therefore any disputes/claims arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law*

26. General Conditions of Contract: All other terms and conditions shall be as per the NIT. This order shall also be governed by the General Conditions of Contract attached as Annexure-B, 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- Bank Mandate Form of the supplier for Bank Details
2. Annexure B - General Conditions of Contract

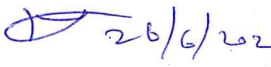
Copy to :

1. GM(Excav) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excav)/Depot Officer, WCL All Areas
3. Depot Officer, WCL, Central Stores, Tadali
4. Ch. Manager(Fin)CP, WCL Hqrs
5. Ch. 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: Approved MB 2020-21 for Spares for EX-1200 Hyd Excavators

BC Reference: WCL/REV/GM-EXCV/2020-21/SPL-EXCV-1200/09/02/24 Dt 23.06.2020 for Rs.22,42,849/- only
E-office reference: E251028


मूक्य.प्रबंधक (सा.प्र)


मूक्य.प्रबंधक (सा.प्र)

BANK MANDATE FORM OF THE SUPPLIER FOR BANK DETAILS

ANNEXURE - A



TATA HITACHI

Reliable solutions

**MANDATE FORM
(Account/s Information form)**

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER :

NAME OF ACCOUNT HOLDERER / FIRM	SS EXCAVATION SOLUTIONS LLP NAGPUR
COMPLETE CONTACT ADDRESS	AMIR MANZIL FIRST FLOOR , 6, MOUNT ROAD EXTENSION , SADAR , NAGPUR - 440001
MOBILE NUMBER / PH NO	7391042150
E.MAIL	Sanjiv.sses@gmail.com

B. BANK ACCOUNT DETAILS :

ACCOUNT NAME (Name appearing in your Cheque Book)	SS EXCAVATION SOLUTIONS LLP
BRANCH NAME WITH COMPLETE ADDRESS,	HDFC BANK DHAREMPETH EXTENSION SHANKAR NAGAR NAGPUR
BRANCH CODE	0102
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account of the Beneficiaries (vendor) must be in the name of the Firm as appeared in the tender.	50200023101460
IFSC CODE	HDFC0000102
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	CURRENT ACCOUNT
MICR CODE OF BANK	440240005

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and I accept the responsibility expected or me as a participant under the scheme.

Signature of Sanjiv Sses Signatory
Date : _____

Certified that the particulars furnished above are correct as per records.

(Bank's Stamp)

(.....)



AMIT HADEKAR
PBA
Emp. Code-A16135

SS EXCAVATION SOLUTIONS LLP

AMIR MANZIL, FIRST FLOOR, 6, MOUNT ROAD EXTENSION, SADAR, NAGPUR – 440001, MAHARASHTRA, INDIA
Telephone : 0712-2545037 E mail : info.ssesllp@gmail.com, GSTN No. 27ADFFS0862C129
AUTHORISED DEALER - Tata Hitachi Construction Machinery Company Pvt. Ltd.,
TOLL FREE NO: 18001216633

Handwritten signature

Handwritten signature