

केवम नागपुर कोर्ट के अधीनकर क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरल 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 लाइंस, नागपुर (महाराष्ट्र) - 440001/Coal Estate, Civil Lines, Nagpur (MS) - 440001

SO. NO. 11100130119120

Dt: 24-09-2019

SUPPLY ORDER

To

M/s. SHIVAANI ALLOY STEEL CASTINGS LIMITED Vendor Code: 135010

D1-17, SHANTI SHIKARA APARTMENTS

Vendor Category: Manufacturer (MSE)

SOMAJIGUDA, HYDERABAD, TELANGANA- 500082

Email id: sales@shivaanialloys.com, marketing@shivaanialloys.com,

Phone 040-23416972, Fax: 040-23400942, Mobile : 9550080510

GSTIN: 36AACCS8362A1ZI

Dear Sir,

Sub : **Formal Order for supply of Tooth Points for Excavators / Shovels**Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-ra-e103-2018-19, opened on 01-04-2019
(tender id 2019_WCL_133736_1)2. Your offer vide Bid id no : 396364 dt. 30-03-2019 and subsequent clarifications /
Shortfall documents submitted online

This has reference to above. We are pleased to place the FORMAL ORDER on you for the supply of **Tooth Points for Excavators / Shovels** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	NIT Sl. No.	Item Description & OEM Part no:	Item Code	Quantity	BASIC RATE Per Unit	Total Value
				(Nos)	Rs.	Rs.
1	1	Tooth Point for EKG 4.6/5 Electric Shovel, OEM Part no: 10060108. The Tooth Point will be with chequered welding	15501010049	90	10600.00	954000.00
	2.1	Tooth Point for BEML BE1000 Hyd Excavator OEM Part no: 175FS33048 The Tooth Point will be with chequered welding	15508105235	540	7011.11	3785999.40
2	2.2	Pin for BEML BE1000 Hyd Excavator OEM Part no: 175FS02105	15508105247	540	1750.00	945000.00
	3.1	Tooth Point for Tata Hitachi EX-1200 Hyd Excavator; OEM Part no: TD08413. The Tooth Point will be with chequered welding	15593997175	180	6850.00	1233000.00
	3.2	Lock Pin for Tata Hitachi EX-1200 Hyd Excavator; OEM Part no: TE08790	15593997151	180	650.00	117000.00
3	3.3	Washer for Tata Hitachi EX-1200 Hyd Excavator; OEM Part no: TE08791	15593997163	180	700.00	126000.00
4	5	Adapter for BEML BE1000 Hyd Excavator OEM Part no: 175BH31107	15508105156	65	16450.00	1069250.00
Make: Shivaani Alloy Steels Casting Ltd				Total Value		8230249.40
				GST: Extra @ 18%		1481444.89
				Total Order Value		9711694.29

Total Order Value: Rupees Ninety Seven Lakhs eleven thousand six hundred and Ninety four and twenty nine paise only

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.

Identification mark: You should mark your identification mark or logo on non wearable surface of the product

Note: Item NIT slno: 2.1 & 2.2 are matching items for BE 1000 Hyd Excavator and Item NIT slno: 3.1, 3.2 & 3.3 are matching items of Tata Hitachi Ex-1200 Hyd Excavator. Hence these items to be supplied in matching quantities 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. **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. 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 : 27AACW1578L1ZW**
6. **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.
7. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001
8. **EFT Details for Payment**

Account Name / Name of Beneficiary	SHIVAANI ALLOY STEEL CASTINGS LTD
Name of the Bank	ICICI BANK LIMITED
Branch & Location	TGV MANSION, KHAIRTABAD, HYDERABAD
Account Number; Nature of Account	000805008252; Current
IFS CODE of the Branch	ICIC0000008

9. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.
10. **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. 9,71,170.00** (Rupees Nine Lakhs Seventy One Thousand One hundred and seventy 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. The Bank Guarantee is to be submitted in Paper form as well as in SFMS platform
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:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for the periods indicated. 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.

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- Guarantee / warranty period for NIT Item slno: 1 and 5 is 600 working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.
- Guarantee / warranty period for NIT Item slno: 2.1, 2.2, 3.1, 3.2, 3.3 is 400 working hours from the date of fitment or 18 months from the date of receipt and acceptance of materials whichever is earlier.

13. **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 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.
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 Tax Invoice as per GST rules
 - (ii) e-way bill (as per GST rules), if applicable.
 - (iii) Consignment note / RR/ LR in original. (if applicable)
 - (iv) Manufacturers Warranty / Guarantee certificate
 - (v) Fitment Guarantee Certificate
 - (vi) Price Certificate and Price Fall Certificate
 - (vi) Any other document as specified 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 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.

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 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. 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
24/9/2019
(N V RAGHU BABU)
वरि. प्रबंधक (सा.प्र)

Yours faithfully
K S R
(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)/ Depot Officer, WCL All AREas
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(Admin) MMW, WCL Hqrs

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

BC Reference: Budget Certification Details against MB 2019-2020 for Tooth Points for Excavators / shovels

Sn	Area	BC Ref	BC amount Recd.
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
24/9/2019
वरि. प्रबंधक (सा.प्र)

K S R
24/9/19
मुख्य.प्रबंधक (सा.प्र)