

SO no: 11100730119182 dt. 05-12-2019

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केवल नागपुर कोर्ट के अधिकार 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. 11100730119182

Dt: 05-12-2019

SUPPLY ORDER

To

M/s. SHIVAANI ALLOY STEEL CASTINGS LIMITED Vendor Code: 135010
D1-17, SHANTI SHIKARA APARTMENTS Vendor Category: Manufacturer (MSE)
RAJ BHAVAN ROAD, 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 Point Set for ESH 20/90 Dragline

- Ref : 1. NCL Rate Contract vide no: 6381792 / 118A1047 dt. 14-03-2019
2. Our email dt. 08-11-2019 requesting you to confirm your acceptance to supply against NCL Rate Contract.
3. Your email dt. 11-11-2019 confirming your acceptance to supply the Tooth Points against NCL Rate Contract on the same terms and conditions.

This has reference to above. We are pleased to place our FORMAL ORDER on you for the supply of **Tooth Point Set for ESH 20/90 Dragline** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No.	Item Description	Item Code	Order Quantity	Units	BASIC RATE Per Unit Rs.	Total Value Rs.
1	Tooth Point for ESH 20/90 Dragline (Complete Set) Includes Tooth Point - Part no: 106061403 - 1 no, J Bolt - Part no: 106061402 - 1 no, Nut - Part no: 1060614005 - 1 no, and Washer - Part no: 1060614006 - 1 no	11303040342	35	sets	8940.00	312900.00
	Make : Shivaani Alloy Steel Castings Ltd (SASCL)					
					Total Value	312900.00
					GST: Extra @ 18%	56322.00
					Total Order Value	369222.00

Total Order Value: Rupees Three lakhs sixty nine thousand two hundred and twenty two 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.
- Goods and Service Tax (GST):** GST shall be paid extra on the Basic price after discount, as applicable on the date of supply. The present rate of GST is @ 18% for all items. Your 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.

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NA



3. **Delivery:** The delivery of the ordered items should commence within 02 (two) months from the date of supply order and completed within one month thereafter.
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 : 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 :-

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	0008050008252; Current
IFS CODE of the Branch	ICIC0000008

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. 36,922.00** (Rupees thirty six nine hundred and twenty 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. The Security Deposit money may be converted into performance bank guarantee as per the terms of the NIT.
12. **Performance Bank Guarantee:** You have to furnish Performance Bank Guarantee issued by any scheduled bank for the amount equivalent to 10% of the landed order value of the Item **Rs. 36,922.00** (Rupees thirty six nine hundred and twenty two only). The Bank Guarantee shall be valid for a period of 18 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty Period. 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. The PBG shall be released after satisfactory completion of the Guarantee / Warranty period upon confirmation of GM(Excv), WCL Hqrs or extended as deemed fit.
13. **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 300 working hours. .

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NA

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(excluding normal wear & tear) 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 WCL. The new goods should be supplied on FOR destination basis free of cost.

Warranty replacement should be completed within a reasonable period from the date of claim as stipulated below free of cost upto ultimate consignee's end. All cases of warranty replacement to be decided on the basis of joint inspection of the failed goods held between the user's representative and the supplier's representative.

The other terms and conditions related to Warranty / Guarantee shall be as per cl no: 14 of the NCL Rate contract.

Other terms and conditions related to warranty / guarantee -

Guaranteed Life :

- a) The "tooth point sets" will be used in various projects of NCL in their respective machines. Each "Tooth point Set" shall be guaranteed for minimum life as indicated above.
- b) The performance of "Tooth point set" will be monitored separately.
- c) **Premature Failure:** The "Tooth Point Set" should achieve a life of at least 60% of the life indicated under warranty / guarantee clause rounded off to the nearest tens. In case any tooth point set fail before achieving the life mentioned above, it will be treated as premature failure unless the failure is not on account of operational fault and free replacement with new "tooth point set" will have to be made within 45 days from the date of intimation from the GM (Excv) / Dy GM (Excv.) of the concerned project.
- d) You may inspect the failed items jointly, if you desire so, within 15 days from the date of intimation of failure. If no joint inspection is made with in this period it will be presumed that the you have accepted the failure and no subsequent claim in this regard will be entertained.
- e) Any tooth point set fallen in OB during operation will not be available for joint inspection. In such cases, the falling tooth point set will be considered as operational fault if it is due to worn out lip of the Dipper/ Bucket. The same will be decided by comparing the lip of the dipper with standard template. The standard template will be kept with the project for use during joint inspection/initial fitment of adopter set. The user project have to assure the fitment of all tooth point set only after rebuilding lip area of the dipper/bucket as far as practicable and submit joint inspection report immediately after initial fitment indicating fitment of all component such as nut, tooth point, bolt etc. Any change in profile / shape during operation has to be brought to the knowledge of the supplier by the user project immediately.
- f) The "tooth point set" supplied against premature failures will also be covered under prescribed guaranteed life.
- g) In case supplier fails to replace prematurely failed items in time, deduction will be made from the pending/future bill an amount equal to the landed cost of the "Tooth Point Set" or proportionate amount will have to be deposited to NCL, if no bills are pending.
- h) Premature failures of more than 10% of the supplied quantity to all DDOs will be considered as poor performance/quality on part of the vendor for consideration in future tenders.
- i) In case the stores supplied against this RC achieve life less than the Guaranteed Life prescribed above but more than the base line prescribed for premature failure, the supplier shall compensate NCL for the short fall on pro-rata basis, such pro-rata calculation shall be done based on notional value of the tooth point set/ adopter set.
- j) The claim against premature failure/failure before the desired life, as indicated in the above shall be lodged by General Manager (Excv) / Dy. General Manager (Excv) of the concerned project for supplies against particular order. In case no claim is lodged within 150 days from the date of completion of supplies, it will be presumed that there are no premature failures against the order and the supplier will not be liable for claims lodged afterwards. The user project will be held responsible for non-preference of the claim. All cases of warranty replacements/rectification will be decided on the basis of joint inspection of User's representative & of Seller's representative. However, in case of any dispute, the decision of N.C.L. Management shall be final.

WCL
NCL




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

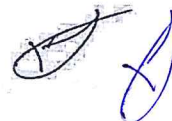
(viii) Any other document indicated elsewhere in the order, if applicable.

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 will undertake 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. 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 and conform to performance guarantee as per OEM standards. 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 which is not subjected to normal wear and tear for convenience of identification at any time during or after use.


21. Technical Support Service : In addition to normal after sales service, you will render prompt technical support and services to ensure fitment, proper usage, maintenance and satisfactory performance of the supplied spares. You will also ensure quarterly visit of your service personnel for smooth functioning of supplied items, if required.

22. Jurisdiction of Court: Any dispute arising out of this supply order will be subject to the jurisdiction of Nagpur Court (MS) Only.

23. All other terms and conditions shall be as per the NCL Rate Contract no: 6381792/1.18A1047 dt. 14-03-2019, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per NCL Rate Contract. 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- Format for Bank Guarantee


Copy to :

1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv)/Depot Officer, WCL Ballarpur Area
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs

Indent details: Approved MB 2019-20 for Tooth Point and Adoptr Set for 24/96 Dragline

Budget Certification: RB/RB/08/162/19-20/A&B Class items dt. 06-06-2019 for Rs. 8,55,736.00


(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)


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

FORMAT FOR PERFORMANCE BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. _____ (Rupees _____ only).

We _____ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of _____ (Contractor(s)) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :

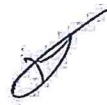

The payment so made by under this bond shall be a valid discharge of our liability for _____ payment there under and the contractor(s)/supplier(s) shall have no claim against us _____ for making such payment.

4. We, _____ further agree that the _____ (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 20 _____ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.

5. We, _____ further agree with the _____ (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by _____ reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).

W.A.
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7. We _____ lastly undertake not to revoke this _____ (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)

Dated the _____ day of _____ 20 _____

Signature of the authorised person
for and on behalf of the Bank.

For _____
(indicate the name of the Bank)

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 n: +91-9923202096

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines, Nagpur – 440001 .
Maharashtra

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

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