



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनिरात्न 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. 11100130120187

Dt: 10-12-2020

SUPPLY ORDER

To

M/s. NARMADA EQUIPMENT AND SPARES CO

Vendor Code: 529170

P-3, BLOCK-B, CANAL SOUTH ROAD,
METROPOLITAN, KOLKATA-700105

Vendor Category: Manufacturer, MSE

Email id: narmadaequipment@gmail.com**Ph no: 91-9433012788 ; 033 - 23232141****GSTIN: 19AACFN7553M1ZP**

Dear Sir,

Sub : **Formal Order for supply of Cutting Edge and End Bit sets for different HEMM**

Ref: 1. Open tender enquiry no. WCL-hq-pur-rb-ra-e023-2020-21, opened on 23-06-2020

(Tender id no: Tender id: 2020_WCL_173206_1)

- Your offer vide Bid id no : **528651** dt. 19-06-2020 and subsequent shortfall documents/
Clarifications on e-procurement
- Your letter no: NESCO/F-06B2-07/20-21/60 dt. 22-10-2020 & 71 dt. 01-12-2020
- E-Office ref no: E-220758

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Cutting Edge and End Bit sets for different HEMM (Proven Source Category Items)** 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 and OEM Part nos	Quantity in Sets	Item Code	BASIC RATE Per Unit Rs.	Total Value Rs.
1	Cutting edge and End bit set of BEML-BG825 Motor Grader. Each Set consisting of following items:				
	Sn	Description	OEM Partno	Qty/set	
	1	Cutting edge	2367012140	2 nos	
	2	Edge side	2347032230	2 nos	
	3	Edge side	2347032240	2 nos	
	4	Bolt	2347032260	32 nos	
	5	Bolt	2347032270	10 nos	
	6	Bolt	2347032280	2 nos	
7	Nut	2347032290	44 nos		
8	Washer	0164332060	44 nos		
2	Cutting edge set of CAT-14 Motor Grader. Each Set consisting of following items				
	Sn	Description	OEM Part no	Qty/set	
	1	Cutting edge	4T2236	2 nos	
2	Bolt	5J4773	34 nos		
3	Nut	2J3506	34 nos		
Total Value					1392300.00
Make: Narmada Equipment and Spares Co (NESCO)					
GST: Extra @ 18%					250614.00
Total Order Value					1642914.00

Total Order Value: Rupees Sixteen Lakhs forty two thousand nine hundred and fourteen 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 / dimensions, 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

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OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and 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%

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 / your authorized dealer.

3 **Delivery:** The delivery of the ordered items shall be made within 04 (Four) months 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.

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

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 the supplier:** As per Bank Mandate of the firm Enclosed as Annexure A

10. **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.

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

12. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 3% (three percent) value of the awarded contract i.e. **Rs. 49,288.00** (Rupees Forty Nine thousand two hundred and eighty eight only) without having any ceiling within 15 days time from the date of

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[Signature]

supply order to the order placing authority. In case of Bank Guarantee (SDBG) the same is to be issued from a RBI Scheduled Bank in India (on a non-judicial stamp paper) and 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-C.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee

If you fails to deposit the security deposit within 15 (fifteen) days from date of placement of order, another opportunity shall be given to you for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

But If you fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at your risk and cost. Moreover, your performance shall be kept recorded for future dealings with you. Further, if during execution of the contract, if you fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.

In case if you did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 3% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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 of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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

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.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV / 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV / 767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

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The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody.

Concerned Associate Finance of the HQs/ shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

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 as indicated below:

a. Cutting edge end bits for BG825 Motor Grader (item sl no 1): The guarantee / warranty is **100** (hundred) working hours from date of fitment or 18 months from date of receipt and acceptance of material whichever is earlier.

b. Cutting edge end bits for CAT14 Motor Grader (item sl no 2): The guarantee / warranty is **100** (hundred) working hours from date of fitment or 18 months from date of receipt and acceptance of material whichever is earlier.

The material supplied by you shall be warranted in respect of proper design, quality, workmanship of the material offered. In case of any pre-mature failure the warranty replacement should be completed within 30 days of receipt of intimation.

In case of warranty claim, the you 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 you shall be delivered at the Consignee's premises without costs to the WCL. The warranty replacement should be completed within 30 days from the date of intimation to you.

14. Performance Bank Guarantee: Not applicable

15. 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,

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(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.

16. 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."

17. 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.

18. 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

19. 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.

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(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. "

20. Fitment Guarantee certificate: You have to confirm that the supplied part & 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

21. TECHNICAL SUPPORT SERVICE : You shall provide the technical support service for the ordered / supplied items. Your representative must visit as and when required basis to provide technical support to the areas of WCL where the items supplied by you are used.

22. Identification mark: You should to emboss manufacturers name / trade mark and Manufacturer's Serial Number on non-wearable part of each cutting edge & end bit supplied by you.

23. 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*

24. 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
3. Annexure C – Bank Guarantee Format for Security Deposit

Copy to :

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

Indent details: MB 2020-21 for Cutting Edges for various HEMM

BC Reference:

Sn	Area	BC Ref	BC amount Rs.
1	Ballapur	BA/RB//20-21/EXCV/HEMM/ A&B CLASS /20-21/11/176 Dt. 28.04.2020	639954.00
2	Chandrapur	RB/CHA/AREA/MB/A&B-HEMM STORES /91/10 /2020-21 dt. 26.04.2020	1414864.00
3	Wani	RB/WA/CGM/ /09/2020-21 /A&B CLASS(HQ) HEMM STORES dt 26.04.2020	3083212.00
4	Wani North	REV/WNA/HQ-A&B/20-21 /EXCV/ 12 dt 30.05.20	1459000.00
5	Majri	RB/MA / GM / 4460 / HEMM STORES /06/006 /A&B /2020-21 Dt 25.04.2020	165072.00
6	Nagpur	AFM/CGM-NGP/BC/REV/ HEMM SP/MB/A&B class/ HQ/20-21/ P-124/127 dt 24/09/2020	1683000.00
7	Umrer	WCL/GM(U) /HQ / HEMM SPARES/04/11/ BC 2020-21 Dt 12/06/20	742824.00
TOTAL AMOUNT			9187926.00


मूक्य.प्रबंधक (सा.प्र)

मूक्य.प्रबंधक (सा.प्र)



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

SO. NO. 21100130120188

Dt: 10-12-2020

SUPPLY ORDER

To

M/s. PARTS CORPORATION OF INDIA

P-25, Princep Street 1st Floor
KOLKATA-700072

Vendor Code: 529019

Vendor Category: Dealer

Email id: email@partscorporation.com

Ph no: 91-9331101121 ; 033-22314787

GSTIN: 19AEUPM8716R1Z6

Dear Sir,

Sub : Formal Order for supply of Tungsten Carbide Cutting Edge and End Bit sets for BG 825 Motor Grader

Ref: 1. Open tender enquiry no. WCL-hq-pur-rb-ra-e023-2020-21, opened on 23-06-2020

(Tender id no: ~~Tender id: 2020_WCL_173206_1~~)

- Your offer vide Bid id no :524645 dt. 19-06-2020 and subsequent shortfall documents/ Clarifications on e-procurement
- Your letter no: Nit dt. 21-10-2020, Email dt. 17-11-2020 and Ltr no: PCI/20-21/WCL/ HQ /0235 dt. 01-12-2020
- E-Office ref no: E-220758

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Tungsten Carbide Cutting Edge and End Bit sets for BG 825 Motor Grader(Proven Source Category Items) 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	Quantity in Sets	Item Code	BASIC RATE Per Unit Rs.	Total Value Rs.																																
1	3	Tungsten Carbide Cutting edge and End bit set of BEML BG825 motor grader. Each Set consisting of following items. <table border="1"> <thead> <tr> <th>Sl</th> <th>Description</th> <th>OEM Part no</th> <th>Qty/set</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Dual Tungsten Carbide cutting edge</td> <td>452WA12018</td> <td>4 nos</td> </tr> <tr> <td>2</td> <td>Side edge</td> <td>452WA11962</td> <td>2 nos</td> </tr> <tr> <td>3</td> <td>End bit</td> <td>452WA11979</td> <td>2 nos</td> </tr> <tr> <td>4</td> <td>Bolt</td> <td>452WA11987</td> <td>32 nos</td> </tr> <tr> <td>5</td> <td>Bolt</td> <td>2347032280</td> <td>12 nos</td> </tr> <tr> <td>6</td> <td>Nut</td> <td>CFN3021917</td> <td>44 nos</td> </tr> <tr> <td>7</td> <td>Washer</td> <td>CFW5200060</td> <td>44 nos</td> </tr> </tbody> </table>	Sl	Description	OEM Part no	Qty/set	1	Dual Tungsten Carbide cutting edge	452WA12018	4 nos	2	Side edge	452WA11962	2 nos	3	End bit	452WA11979	2 nos	4	Bolt	452WA11987	32 nos	5	Bolt	2347032280	12 nos	6	Nut	CFN3021917	44 nos	7	Washer	CFW5200060	44 nos	23.00	12404993073	272500.00	6267500.00
Sl	Description	OEM Part no	Qty/set																																			
1	Dual Tungsten Carbide cutting edge	452WA12018	4 nos																																			
2	Side edge	452WA11962	2 nos																																			
3	End bit	452WA11979	2 nos																																			
4	Bolt	452WA11987	32 nos																																			
5	Bolt	2347032280	12 nos																																			
6	Nut	CFN3021917	44 nos																																			
7	Washer	CFW5200060	44 nos																																			
Total Value						6267500.00																																
GST: Extra @ 18%						1128150.00																																
Total Order Value						7395650.00																																
Make: ESCO Group LLC, USA, Bucyrus Blades																																						

Total Order Value: Rupees Seventy three lakhs ninety five thousand six hundred fifty 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 / dimensions, 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

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OTHER TERMS & CONDITIONS:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and 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%

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 / your authorized dealer.

3 **Delivery:** The delivery of the ordered items shall be made within 04 (Four) months 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.

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

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 and PBG whichever is later.

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

9. **EFT Details of the supplier:** As per Bank Mandate of the firm Enclosed as Annexure A

10. **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.

(viii) Auditors Certificate

(ix) Import Documents as per the details given below

NA

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with each supply to the consignee

- a. Self attested copy with original Principal' invoice / packing list
- b. Self attested copy with Bill Lading / Airway bill
- c. Self attested copy with original Bill of entry
- d. As per contractual requirement (if any) warranty / guarantee certificate
- e. Certificate of origin

Your shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) . The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

Auditors Certificate: You have to submit the Auditors Certificate with the bills that the customs duty has been paid as per the prevailing customs duty, and refunds if any shall be passed on to WCL

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

12. Security Deposit: You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 3% (three percent) value of the awarded contract i.e. **Rs. 2,21,870.00** (Rupees Two lakhs twenty one thousand eight hundred and seventy only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. In case of Bank Guarantee (SDBG) the same is to be issued from a RBI Scheduled Bank in India (on a non-judicial stamp paper) and 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-C. The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee

If you fails to deposit the security deposit within 15 (fifteen) days from date of placement of order, another opportunity shall be given to you for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled. But If you fails to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at your risk and cost. Moreover, your performance shall be kept recorded for future dealings with you. Further, if during execution of the contract, if you fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL. In case if you did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 3% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

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 of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram

Md

[Signature]

	Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICIC10000059
7037	WCL556096497

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

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.

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV / 767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV / 767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody.

Concerned Associate Finance of the HQs/ shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

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 as indicated below:

Tungsten Carbide cutting edge end bits (item no 3) for use on BG825 motor grader : The guarantee/ warranty is **500** working hours (average) from date of fitment on the equipment.

If the cutting edges and end bits fails before achieving the minimum life of 250 working hours, you have to replace the complete cutting edge & end bit set free of cost within 30 days from date of intimation by the project In- charge (Excv) / Area SO (Exv) / GM(Excv)

ML

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average hours. However, working hour of the free replaced set shall be consideration for evaluation / actual average hours.

If the cutting edge & end bit set fails after achieving minimum 250 hours and do not achieve the average guaranteed working hours of 500 hours , you have to make up the shortfall in average guaranteed hours by giving additional replacements of cutting edge end bit sets free of cost, to complete the balance average guaranteed working hours. In case you fail to supply additional cutting-edge end bit set, proportionate amount will be deducted from your pending bills / future bills / PBG to recover the amount towards shortfall in total guaranteed hours.

The material supplied by you shall be warranted in respect of proper design, quality, workmanship of the material offered. In case of any pre-mature failure the warranty replacement should be completed within 30 days of receipt of intimation.

In case of warranty claim, the you 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 you shall be delivered at the Consignee's premises without costs to the WCL. The warranty replacement should be completed within 30 days from the date of intimation to you.

14. Performance Bank Guarantee: You have to furnish Performance Bank Guarantee issued by any scheduled bank for the amount equivalent to 10% (Ten percent) of the landed order value i.e for **Rs. 7,39,565.00** (Rupees Seven Lakhs thirty nine thousand five hundred and sixty five only). The Bank Guarantee shall be valid for a period of 21 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-D.

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.

The Procedure for submission of Bank Guarantee / verification is as indicated at Security Deposit Clause above.
Security Deposit may be converted into Performance Bank Guarantee (PBG)

15. 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.

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(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.

16. 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, undamaged 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."

17. 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.

18. 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

19. 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. "

20. Fitment Guarantee certificate: You have to confirm that the supplied part & 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





items. your representative must visit as and when required basis to provide technical support to the areas of WCL where the items supplied by you are used.

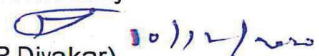
22. Identification mark: You should to emboss manufacturers name / trade mark and Manufacturer's Serial Number on non-wearable part of each cutting edge & end bit supplied by you.

23. 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

24. 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
3. Annexure C – Bank Guarantee Format for Security Deposit
4. Annexure D – Bank Guarantee Format for Performance Bank Guarantee

Copy to :

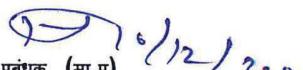
1. GM(Excv) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excv)/Depot Officer, WCL All Area
3. Depot Officer, WCL, Central Stores, Tadali
4. Ch. Manager(Fin)CP, WCL Hqrs
5. Ch. Manager(MM) / Admin- WCL hqrs
6. M/s. ESCO Group LLC } This has reference to their tender specific
2141 NW 25th Avenue, Portland OR97210-2578 } authorization vide letter dt. 29-05-2020
7. M/s. ESCO Group LLC
Merlin Infinite sth Floor, Room No-512
Plot No.51, DN Block, Sector V, Salt lake city, Kolkata, West Bengal 700091

Indent details: MB 2020-21 for Cutting Edges for various HEMM!1

BC Reference:

Sn	Area	BC Ref	BC amount Rs.
1	Ballapur	BA/RB//20-21/EXCV/HEMM/ A&B CLASS /20-21/11/176 Dt. 28.04.2020	639954.00
2	Chandrapur	RB/CHA/AREA/MB/A&B-HEMM STORES /91/10 /2020-21 dt. 26.04.2020	1414864.00
3	Wani	RB/WA/CGM/ /09/2020-21 /A&B CLASS(HQ) HEMM STORES dt 26.04.2020	3083212.00
4	Wani North	REV/WNA/HQ-A&B/20-21 /EXCV/ 12 dt 30.05.20	1459000.00
5	Majri	RB/MA / GM / 4460 / HEMM STORES /06/006 /A&B /2020-21 Dt 25.04.2020	165072.00
6	Nagpur	AFM/CGM-NGP/BC/REV/ HEMM SP/MB/A&B class/ HQ/20-21/ P-124/127 dt 24/09/2020	1683000.00
7	Umrer	WCL/GM(U) /HQ / HEMM SPARES/04/11/ BC 2020-21 Dt 12/06/20	742824.00
TOTAL AMOUNT			9187926.00


मूक्य.प्रबंधक (सा.प्र)


मूक्य.प्रबंधक (सा.प्र)