

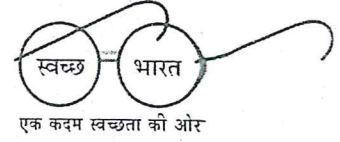
SO no: 21000130117181 dt. 06-03-2018

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
(मिनोरतना कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुबंधी 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. 21000130117181

Dt: 06-03-2018

SUPPLY ORDER

To

M/s. Metal Nation Incorporation

Vendor Code: 516970

Plot no: 33, Steel & Hardware Warehousing

Vendor Category: Dealer

Society Ltd, Bhandara Road, Kapsi Khurd, Nagpur-440008

Email id: metal.nation.inc@gmail.com Ph no: 9423405942

GSTIN: 27ABKPK4445Q1ZZ

Dear Sir,

Sub : Formal Order for supply of U Joint for BEML D155 Dozer

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e090-2017-18, opened on 09-12-2017 (tender id 2017_WCL_83643_1)
2. Your offer vide Bid id no :242898 and your subsequent correspondences vide ltr no: 02 dt. 20-02-2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of U Joint for BEML D155 Dozer as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

Sl. No.	Item Description	Quantity	Units	BASIC RATE Per Unit Rs.	Total Value Rs.
1	U Joint for BEML D155 Dozer – Part no: 1752000050 / 1752011000 / 125UJ02016	17.00	Nos	20361.00	3,46,137.00
	Make : Uni Drivelines(P) Limited				
	Total				3,46,137.00
	GST: Extra @ 18%				62,304.66
	Total Order Value				4,08,441.66

Total Order Value: Rupees four lakhs eight thousand four hundred and forty one and sixty six paise 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, within the stipulated delivery period. The present rate of GST is @ 18% which comprises of 9% CGST and 9 % SGST

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

3. **Delivery:** The delivery shall be completed within 4 (four) months which shall be reckoned from the 7th day of date of placement of supply order, in two phases. 50% quantity to be supplied within 2 months and balance 50% quantities to be supplied within 3rd and 4th month.
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
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 :-**

Name of the Bank	STATE BANK OF INDIA
Branch & Location	WARDHAMAN NAGAR BRANCH, Nagpur
Account Number; Nature of Account	35722893834 ; Cash / Credit
IFS CODE of the Branch	SBIN0030425

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.40,844.00 (Rupees forty thousand eight hundred forty four only) without having any ceiling within 15 days time from the date of supply order to the order placing authority.
12. **Performance Bank Guarantee: Not applicable**
13. **Guarantee - Warranty:** You shall give a guarantee / warranty for satisfactory performance of the supplied material for 12 months from the date of installation and commissioning / fitment or 18 months from the date of receipt and acceptance of the materials at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at 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.
14. **Technical Support Service :** You shall provide technical support service for the supplied U Joint Assy. Your representative shall be available at the time of commissioning of the supplied U Joint Assy and your representative must visit as and when required basis to provide technical support to the areas of WCL for smooth running of the equipments

15. **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.

16. **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) Any other document as specified elsewhere in the order, if applicable.

17. **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.

18. **Lowest Price Certificate:** You shall certify in your invoice in the following format

"It is Certified that the price charged / indicated in the Invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract"

ME
ME

06/03/18

SO no: 21000130117181 dt. 06-03-2018

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19 **Price certificate:** As confirmed by you vide your letter no: UJ/02 dt. 20-02-2018 against our subject tender that in the event of CCL finalizes the rate contract for the subject item ie U Joint – Part no: 1752000050 / 1752011000 / 125UJ02016 against their tender no: RC/2017, at a lower rate than the subject ordered rate, then such lower rate shall be made applicable to WCL, which shall be notified by you soon after the issue of RC by CCL

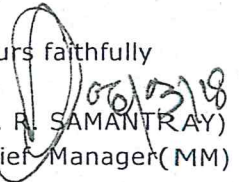
20 **Fitment Guarantee certificate:** You shall have to submit a fitment guarantee certificate that the supplied products are exact replacement of /fully interchangeable to the Original parts and will fit and and function on the equipment for which these are intended for without any modification . This fitment guarantee certificate is to be submitted alongwith the bills

21 **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.

22. **Identification mark:** You should emboss manufacturers name / trade mark on non-wearable parts supplied by you

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.


6/3/2018
(N V RAGHU BABU)
Sr. Manager (MM)

Yours faithfully

(C. R. SAMANTRAY)
Chief Manager (MM)

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), WCL All Areas
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. M/s. Uni Drivelines (P) Ltd - This has reference to their authorization vide no: UDL/WCL/MNI/2017-18/009 DT. 23-11-2017

Indent details: Against MB- 2017-18 for Spares for D155 Dozer

BC Reference: Out of total BC amount of Rs. 295.01 lakhs, an amount of Rs. 149.74 lakhs was utilized earlier leaving a balance amount of Rs. 145.27 lakhs out of which Rs. 4.09 lakhs to be utilized against this order, as certified by GM(Excv)HOD vide his noted dt. 01-03-2018

Sn	Area	BC Ref	BC amount Recd.
1	Wani	RB/WA/CGM/HEMM A&B / 17-18 / 18 dt 24.02.17	6465474.00
2	Wani North	REV/WNA/HQ-A&B/17-18/EXCV/ 04 dt 06.03.17	4542000.00
3	Nagpur	REV/HEMM SPS/A&B/HQ / 17-18/ 26 dt 20.02.17	3623000.00
4	Umrer	WCL/GM(U)/ EXC / HEMM SPARES / 17-18 / 04 / 07 dt 23.02.17	2697130.00
5	Majri	RB/MA / GM / 17-18/ 4450 / 03 / 02 dt 24.02.17	1529904.00
6	Chandrapur	RB/CHA/MB/A&B-HEMM STORES / 17-18/48/05 DT. 23-02-17	5161650.00
7	Ballarpur	BA/RB/Excv/HEMM A&B /17-18 / 10 / 121 dt 09.03.17	5481516.00
			2,95,00674.00


6/3/2018
Sr. Manager (MM)



06/03/18
Chief Manager (MM)