

SO no: 21000130117184 dt. 08-03-2018

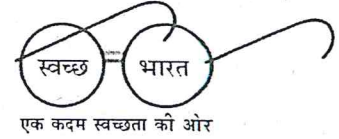
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केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड  
Western Coalfields Limited  
(मिनीरत्न कंपनी) (A Miniratna Company)  
(कोल इंडिया लि. की अनुपंगी 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. 21000130117184

Dt: 08-03-2018

**SUPPLY ORDER**

To

M/s. S S Excavation Solutions LLP

Vendor Code: 616959

Amir Manzil, First Floor, 6 Mount Road Extension

Vendor Category: Dealer

Sadar, Nagpur - 440001

Email id: info.ssesllp@gmail.com Ph no: 0712-2545037

GSTIN: 27ADFFS0862C129

Dear Sir,

Sub : Formal Order for supply of Under Carriage Set for Tata Hitachi EX-350 Hyd Excavators

Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e092-2017-18, opened on 13-12-2017 (tender id 2017\_WCL\_83852\_1)

2. Your offer vide Bid id no :244420 and your subsequent correspondences vide letter no: 028 dt. 31-01-2018 and no: 006 dt. 02-02-2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Under Carriage Set for Tata Hitachi EX-350 Hyd Excavators 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	Under Carriage Set for Tata Hitachi EX-350 Hyd Excavator, Part no: UC00350EX, complete set. Each set consisting Of following items	1.00	Nos	1347750.00	13,47,750.00
	SI no Description Part no Qty per set				
	a Track chain assembly TC01489 2 nos				
	b Lower roller assembly TC01490 18 nos				
	c Upper roller assembly TC01491 04 nos				
	d Sprocket 1022168 02 nos				
	e Idler assembly TC01679 02 nos				
	f Bolt J931640 16 nos				
	g Bolt J932060 72 nos				
	h Washer spring A590920 72 nos				
	Make: Tata Hitachi make				
	Packing & Forwarding Charges: Extra @ 1%				13,477.50
	Freight Charges: Extra @ 1%				13,477.50
	Total				13,74,705.00
	GST: Extra @ 18%				2,47,446.90
	Total Order Value				16,22,151.90

Total Order Value: Rupees Sixteen lakhs, twenty two thousand one hundred and fifty one and ninety paise only )

**OTHER TERMS & CONDITIONS:**

1. Prices: The prices are FIRM on F.O.R. destination basis inclusive of Insurance Charges. Packing & Forwarding charges shall be paid extra @ 1% (one percent) of the above basic price and Freight Charges shall be paid extra at actuals against the documentary evidence to a maximum ceiling of 1% (one percent) of the above basic price

Handwritten signatures and date 08/03/18

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: Delivery: The delivery shall be completed within 3 months which shall be reckoned from the 7<sup>th</sup> day of date of placement of supply order.**

4. **Final Inspection:** Final inspection of the consignment shall be carried out at destination stores, which will be arranged by the consignee on receipt of complete consignment as per order description.

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

**GSTIN : 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 :-**

Name of the Bank	HDFC Bank Limited
Branch & Location	Dharampeth, Nagpur
Account Number; Nature of Account	5020003101460 ; cash / credit
IFS CODE of the Branch	HDFC0000102

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

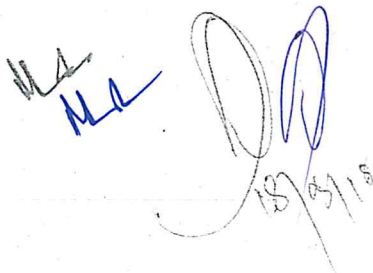
11. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. Rs.1.62.215.00 (Rupees one lakhs sixty two thousand two hundred and fifteen only ) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The Security Deposit may be converted into Performance Bank Guarantee

12. **Performance Bank Guarantee:** You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value of the contract i.e. Rs.1.62.215.00 (Rupees one lakhs sixty two thousand two hundred and fifteen only ). The Bank Guarantee shall be valid for a period of 30 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty Period. 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 format of Performance Bank Guarantee is attached as Annexure-B

13. **Guarantee – Warranty:** You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall be fully responsible in respect of proper design, quality and workmanship of ordered parts and shall furnish the manufacturers composite guarantee for satisfactory performance of 5000 working hours from date of fitment or 24 months from date of receipt and acceptance of material whichever is earlier. If any defects are found due to faulty design or workmanship, you will replace the defective parts free of cost at site within 30 days of such intimation by the user

*Handwritten signatures and initials in blue ink.*

14. **Technical Support Service** : You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall provide technical support service for the supplied Under Carriage set. Your representative shall be available at the time of commissioning of the supplied UG Set and your representative must visit as and when required basis to provide technical support to the areas of WCL for smooth running of the Excavators. **A certificate to this effect from M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall be submitted along with the supplies.**
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) Packing list in original list giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original. **(if applicable)**
- (iv) **e-way bill ( as per GST rules ), if applicable**
- (v) **Manufacturers Warranty / Guarantee certificate**
- (vi) Fitment Guarantee Certificate
- (vii) 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.

Handwritten signatures in blue ink, including a large signature and a date '15/03/18' written below it.

**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"

**19 Price Certificate:** You have given the following certificate in your offer.


"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

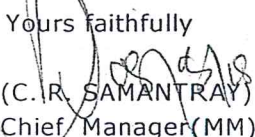
**20 Fitment Guarantee certificate:** You shall have to submit a fitment guarantee certificate from your principal that the supplied products are exact replacement of /fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for without any modification.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

  
(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) / Depot Officer, WCL Umrer Area
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. M/s. Tata Hitachi Construction Machinery Co Pvt Ltd - This has reference to their authorization. vide no: THCM/WCL/NGP/2017-18/079 dated. 20-11-2017

**Indent details:** IND/17-18/4560/00134 dt. 05-07-2017 of WCL Umrer Area

**BC Reference:** Out of total BC amount of Rs. 295.01 lakhs, an amount of Rs. 153.83 lakhs was utilized earlier leaving a balance amount of Rs. 141.18 lakhs out of which Rs. 16.22 lakhs to be utilized against this order as confirmed by GM(Excv)HOD in his note 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

  
Sr. Manager (MM)

  
Chief Manager (MM)