



दत्त कोलफील्ड लिमिटेड  
 (A Subsidiary of Coal India Limited)  
 (कोल इंडिया लि. की उपवाही कंपनी)  
 (प्रायतः कंपनी) (A Miniratna Company)  
 Department of Material Management  
 Civil Lines, Nagpur (MS)-440001

एक कदम खजाना की ओर

*(Handwritten signature)*

SO. NO. 21000130117185

**SUPPLY ORDER**

CIN - U10100MH1975G01018626 FAX: 0712-2510284 www.westerncoal.ln.in  
 कोल. को. की उपवाही प्रायतः, खजाना, नागपुर (महाराष्ट्र) -440001/कोल एस्टेट, सिविल लाइन्स, नागपुर (MS)-440001

DT: 08-03-2018

To

M/s. S S Excavation Solutions LLP

Amir Manzil, First Floor, 6 Mount Road Extension

Sadar, Nagpur - 440001

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

GSTIN: 27ADFFS0862C1Z9

Dear Sir,

Sub : Formal Order for supply of Radiator and Oil Cooler for Tata Hitachi EX-1200 Hyd Excavators

- Ref : 1. Our tender enquiry no. WCL-hq-pur-yvr-e011-2017-18, opened on 20-05-2017 (tender id 2017\_WCL\_67529\_1)
2. Your offer vide Bid id no: 197727 and your subsequent correspondences vide letter no: 025 dt. 21-12-2017, 004 dt. 23-12-2017, 029 dt. 31-01-2018 and no: 005 dt. 02-02-2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Radiator and Oil Cooler for Tata Hitachi EX-1200 Hyd Excavators 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	Quantity	Units	BASIC RATE Rs.	Total Value Rs.
2	Hyd Oil Cooler - Part no: 4427952 for Tata Hitachi EX-1200 Hyd Excavator	1.00	Nos	9,56,373.00	9,56,373.00
3	Radiator - Part no: 4631353 for Tata Hitachi EX-1200 Hyd Excavator	1.00	Nos	8,55,503.00	8,55,503.00
Total Value:					18,11,876.00
GST: Extra @ 28%					5,07,325.28
Total Order Value					23,19,201.28

Total Order Value: Rupees twenty three lakhs nineteen thousand two hundred and one and twenty eight only )

**OTHER TERMS & CONDITIONS:**

1. Prices: The prices are FIRM 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, within the stipulated delivery period. The present rate of GST is @ 28% which comprises of 14% CGST and 14 % 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 / ICGST (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

*(Handwritten signatures and initials)*

3. **Delivery:** Delivery: The delivery shall be completed within 4 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 : 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 44001

#### 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 Deposit 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.2,31,920.00 (Rupees two lakhs thirty one thousand nine hundred and twenty only ) without having any ceiling within 15 days time from the date of supply order to the order placing authority.

12. **Guarantee / Warranty:** You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd 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.

13. **Technical Support Service:** You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall provide technical support service for the supplied parts. Your representative shall be available at the time of commissioning of the supplied parts 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 submitted alongwith the supplies.

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,

*(Handwritten signatures and initials)*

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 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 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.

**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.

**Force Majeure Clause:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

**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 for 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.

*M M*  
21/3/2018  
(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) / 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. 170.44 lakhs was utilized earlier leaving a balance amount of Rs. 124.57 lakhs out of which Rs. 23.19 lakhs was 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	Majhi	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

*M M*  
21/3/2018  
Sr. Manager (MM)

*M M*  
21/3/18  
Chief Manager (MM)