

Western Coalfields Limited
(मिनीरत्न कंपनी) (A Miniratna Company)
(कोल इंडिया लि. की अनुषंगी कंपनी)
(A Subsidiary of Coal India Limited)

सामग्री प्रबंधन 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. 21000130118008

Dt: 08-05-2018

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: 27ADFFS0862C1Z9

Dear Sir,

Sub : **Formal Order for supply of Spares for Tata Hitachi EX-1200 Hyd Excavators**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-YVR--ra-e002-2017-18, opened on 12-05-2017 (tender id 2017_WCL_66670_1)
2. Your offer vide Bid id no :194161 and your subsequent correspondences
3. Antiprofitteering disclosure submitted by you certified by CA vide dt. 23-08-2017, your subsequent letter no: 04 dt. 07-11-2017, 101 dt. 16-11-2017, 2052 DT. 12-01-2018 and 06 dt. 03-05-2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Spares 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

Sl. No.	Item Description	Qty	Units	Basic Rate Per Unit Rs.	Total Value Rs.
1	Motor Oil – Part no: 4438786	4.00	Nos	380288.00	1521152.00
2	Pump Assy Piston – Part no: 4624058	6.00	Nos	1629685.00	9778110.00
3	Boom Cylinder Assy – Part no: 4459481	2.00	Nos	2059865.16	4119730.32
4	Swing Motor – Part no: 4405479	6.00	Nos	738177.00	4429062.00
5	Bucket Cylinder – Part no: 4438245	3.00	Nos	2452905.90	7358717.70
6	Piston Pump – Part no: 4434308	2.00	Nos	417368.00	834736.00
7	Gear Pump – Part no: 4482892	2.00	Nos	214958.00	429916.00
8	Motor Oil Travel – Part no: 4610103	2.00	Nos	1214286.00	2428572.00
Total Value					30899996.02
GST: Extra @ 18% for Item sl no: 1,3,4,5 and 8					3574302.12
GST: Extra @ 28% for Item sl no: 2,6 and7					3091973.36
Total Order Value					37566271.50

Total Order Value: Rupees three crores seventy five lakhs sixty six thousand two hundred and seventy one and fifty 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.

NA
NA

NA
8/1/18

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% for Item sl no: 1,3,4,5 and 8 and GST @ 28% for Item sl no: 2,6 and 7

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 6 months which shall be reckoned from the 7th day of date of placement of supply order, in two phases. Phase I quantity to be supplied within 3 months and balance Phase II quantities to be supplied within 4th and 6th month as per the details given below:

Sl. No.	Item Description	Order Qty in Nos	Phase I Qty in Nos	Phase II Qty in Nos
1	Motor Oil – Part no: 4438786	4.00	2	2
2	Pump Assy Piston – Part no: 4624058	6.00	3	3
3	Boom Cylinder Assy – Part no: 4459481	2.00	1	1
4	Swing Motor – Part no: 4405479	6.00	3	3
5	Bucket Cylinder – Part no: 4438245	3.00	2	1
6	Piston Pump – Part no: 4434308	2.00	1	1
7	Gear Pump – Part no: 4482892	2.00	1	1
8	Motor Oil Travel – Part no: 4610103	2.00	1	1

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.37,56,627.00 (Rupees thirty seven lakhs fifty six thousand six hundred and twenty seven only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. 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", as per the BG format enclosed as Annexure B

12. **Performance Bank Guarantee:** Not applicable

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13. **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.
14. **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 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 submitted alongwith 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 supply order is delayed beyond the period stipulated in the 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 WCL 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 WCL, the supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

You will advise, in the event of having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

For delay arising out of Force majeure, the you will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor you shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

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 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. **Any extra benefit of Input Tax Credit in future : In case of any extra benefit of Input Tax Credit in future, the same shall be passed on to WCL as per Anti Profiteering cl no. 171 of GST Act 2017.**


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

24. **Integrity Pact:** Integrity Pact duly signed by you and furnished by you alongwith the offer shall be valid and applicable for this contract.

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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

(K S R Diwakar)
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. Tata Hitachi Construction Machinery Co Pvt Ltd - This has reference to their authorization vide dated. 25-04-2017
6. Independent External Monitors:
Shri A.K.Bajaj,A-167,Defence Colony,New Delhi-110024

Shri.A KMohapatra, IFS(Retd), Flat no: 201, Manjusha Manor, Plot no: N3/382,IRC Village, Bhubaneswar- 751015.

Indent details: Against MB- 2017-18 for Spares for EX-1200 Hyd Excavator
BC Reference: BC /WCL/REV/GM(EXCV)/2018-19/ EXCAVATOR/1000/1200/9/01/76 DT. 02-05-2018 for for Rs. 3,75,66,271.00

This issues with approval of Board of Directors of WCL, which was conveyed by Company Secretary vide Reference no: WCL/BD/SECTT/BM-298/2018/1294 DT. 17-03-2018


Sr. Manager (MM)


Chief Manager(MM)

ANNEXURE – "A"

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

1. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
 2. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
 3. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
 4. The Chairman - cum Managing Director means Chairman - cum Managing Director of Western Coalfields Limited, Nagpur
 5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 7. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
 8. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
 9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 10. The term PARTICULARS shall mean the following :
 - (a) Specification
 - (b) Drawing
 - (c) Sealed pattern denoting a pattern sealed and signed by the inspector
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturer
 - (g) Any other details governing the construction, manufacturer and or supply as existing in the contract
 11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 12. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 13. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 14. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 15. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 16. UNIT & QUALITY means the unit and quantity specified in the schedule.
 17. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
1. The consignee at his premises or
 2. Where so provided the interim consignee at his premises or
 3. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 4. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

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