



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्र कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)



सामग्री प्रवन्धन 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. 21000130118171

Dt: 16-01-2019

To

SUPPLY ORDER

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 Hydraulic Excavator (Proven Source Category Items)**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-ra-e042-2018-19, opened on 03-09-2018 (tender id 2018_WCL_110475_1)
2. Your offer vide Bid id no:327140 dt. 25-08-2018 and subsequent clarifications/ shortfall documents submitted on e-tendering portal
3. Our Letter vide no: 1357 dt. 25-10-2018
4. Your letter vide no: SSES/HQ/WCL/18-19/16 dt. 30-10-2018.

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of **Spares for Tata Hitachi EX-1200 Hydraulic Excavator (Proven Source Category Items)** as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

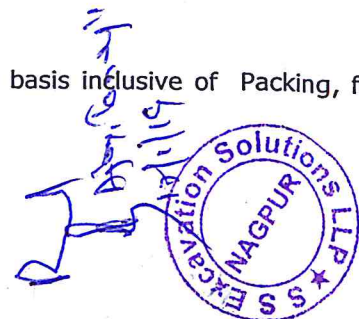
Sl. No.	Item Description & OEM Part no:	Item code	QTY	UOM	BASIC RATE Per Unit Rs.	Total Value Rs.
1	Under Carriage set for Tata Hitachi Ex-1200 Hyd Excavator Complete Set consists of following items: Sl no Description OEM Part no Qty per set 1. UPPER ROLLER ASSY 9078675 6 nos 2. LOWER ROLLER ASSY 4386649 16 nos 3. TRACK LINK ASSY 9237916 2 nos 4. FRONT IDLER ASSY 4390412 2 nos 5. SPROCKET 4445136 2 nos Make: Track Chain Assy, Upper Roller Assy, Lower Roller Assy and Front Idler Assy are of ITM make and Sprocket is of Tata Hitachi Make	15593997025	2.00	SETS	38,00,000.00	76,00,000.00
2	Hyd Oil Cooler for Tata Hitachi EX-1200 Hyd Excavator – Part no: 4427952; Make: Tata Hitachi	15593993524	1.00	Nos	10,62,637.00	10,62,637.00
3	Radiator for Tata Hitachi EX-1200 Hyd Excavator – Part no: 4631353 ; Make: Tata Hitachi	15593995247	1.00	Nos	9,88,128.00	9,88,128.00
Total Value						96,50,765.00
GST: Extra @ 18% on Item sl no: 1						13,68,000.00
GST: Extra @ 28% on Item sl no: 2 & 3						5,74,214.20
Total Order Value						1,15,92,979.20

Total Order Value: Rupees one crore fifteen lakhs ninety two thousand nine hundred and seventy nine and twenty paise only.

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

Handwritten signatures and dates: 16/01/19



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% for Item sl no: 1 and GST @ 28% for Item sl no: 2 & 3

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.

3. **Delivery:** Delivery of the ordered materials shall be completed within 04 (four) months which shall be reckoned from the 7th day 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. Safe arrival of the goods at Consignee end is your responsibility.
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. 11,59,298.00** (Rupees eleven lakhs fifty nine thousand two hundred and ninety eight only) within 15 days time from the date of supply order to the order placing authority. The format of Bank Guarantee to be issued under "**Structured Financial Messaging System**"(SFMS) is attached as Annexure-B. The security deposit may be converted into Performance Bank Guarantee.
12. **Performance Bank Guarantee: Applicable only for Item sl no:1.** You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value of Item sl no: 1 including the GST i.e. for bank guarantee amount of **Rs.8,96,800.00** (Rupees eight lakhs ninety six thousand and eight hundred 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 Bank Guarantee to be issued under "**Structured Financial Messaging System**"(SFMS) is attached as Annexure-B
13. **Guarantee/ Warranty: For Item sl no: 1**
You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall give a guarantee / warranty for satisfactory performance of the supplied materials for 5000 hours OR 24 months from date of fitment whichever occur 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.

M.A.
M.A.
16/01/19

For Item slno: 2 and 3

You / M/s. Tata Hitachi Construction Machinery Co Pvt Ltd shall give a guarantee / warranty for satisfactory performance of the supplied materials for 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance 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 his 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. 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 you 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 you 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 as per the Risk Purchase Clause of the NIT, 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.

15. 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) Lowest Price Certificate and price Fall certificate as per cl no: 17 & 18

(vii) Any other document indicated elsewhere in the order, if applicable.

16. 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.

a) You will advise, in the event of his 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 cession 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.

Handwritten signatures and date:
 16/01/19

- b) For delay arising out of Force majeure, the bidder 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 the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) 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.

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

"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell or offer to sell the stores of identical description to any other organization during the period of contract"

18. PRICE FALL CLAUSE: You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the present bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any other ministry / department of Govt of India or a PSU at a lower price, then that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL. A certificate to this effect shall be submitted by you alongwith supplies


19. 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 function on the equipment for which these are intended for without any modification. This fitment guarantee certificate is required along with manufacturer test certificate at the time of supply.

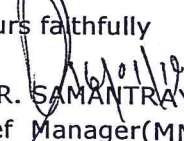
20. Identification mark: Identification mark (manufacturers name / Trade mark) shall clearly be embossed / engraved / punched on each of the item at a visible place which is not subject to normal wear and tear for convenience of identification at any time

21. 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 be submitted alongwith the supplies.**

22. 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.

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.


16/1/2019
(N V RAGHU BABU)
Sr. Manager (MM)

Yours faithfully

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

Enclosures: -

1. Annexure A- General Terms and Conditions

2. 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. Sr. Manager(MM) / Admin- WCL hqrs
6. M/s. Tata Hitachi Construction Machinery Co Ltd - } This has reference to their tender specific
502, 6th Floor, Sriram Shyam Towers, SV Patel Marg } authorization vide no: THCM/WCL/HQ/
Kingsway, Nagpur - 440001 } 2018-19/016 dt.14-08-2018

Indent details: Approved MB 2018-19 for Spares for EX-1200 Hydraulic Excavator

BC Reference: BC/WCL/REV/GM(EXCV)/2018-19/SPL PURPOSE BUDGET/ EXCAVATOR-1000/1200/09/08/77 DT. 16-01-2019 for Rs. 1,15,92,979.20


Sr. Manager (MM)


Chief Manager(MM)