



WESTERN COALFIELDS LIMITED
(A SUBSIDIARY OF Coal India Limited)
CIN U10100MH1975GOI018626

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR - 440 001.
PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order no: 11000110418149

Date: 30.11.2018

SUPPLY ORDER

To

M/s. **EPIROC MINING INDIA LIMITED**
Bombay - Pune Road, Dapodi, Pune
PIN 411012

Vendor Code: 516995

Vendor Category : Manufacturer

Fax : 020 39852070

Dear Sir,

Sub : **Formal Order for Supply of 160mm Rotary Blast Hole Drills.**

- Ref : 1. WCL's Global Tender enquiry no. WCL-hq-pur-yvr-ra-e039-2018-19 (Tender id: 2018_WCL_109297_1), Techno-commercial bid Opened on 31.08.18 and Price Bid Opening / Reverse Auction held on 31.10.2018.
2. Your Bid id Number 324908 subsequent submission of shortfall / confirmatory documents on portal
3. WCL's letter No. NGP/WCL/C2(D)/Sec-1A/YVR/e-68667/160mm drills/1535 dt 24.11.2018
4. Your letter No. EMIL/WCL/160MM/18-19/004 dt 26.11.2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of 160mm RBH Drills as per detailed technical specifications, rates, terms and conditions stipulated below and General Terms and conditions enclosed.

Description	Qty (nos)	Unit basic rate (Rs.)	Extended value (Rs.)
Diesel Driven, Standard Mast, Rotary Blast Hole Drills (RBH Drills) 160mm "EPIROC Mining India Limited" make IDM 30 model, along with Tools and tackles, initial spares, filters & O-rings required for first 3000 working hours of operation (Replacement requirement / NCD); Detailed Scope of supply and technical specifications as per Annexures "A" to "E" enclosed. Material code: 11406000008	6	1,26,83,000.00	7,60,98,000.00
Freight charges @ Rs.3,50,000.00 per Drill for 6 drills			21,00,000.00
Insurance charges @ Rs.2,000.00 per Drill for 6 Drills			12,000.00
GST @ 18% on Equipment + Freight + Insurance charges			1,40,77,800.00
Total value of order before availing ITC			9,22,87,800.00

Total Value: Rs. 9,22,87,800.00 (Rupees Nine crores twenty two lakhs eighty seven thousand eight hundred only).

Terms and conditions :

- Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing, forwarding charges. However, for "FOR destination" supply, freight and insurance charges shall be paid extra at actual to a maximum ceiling of @ Rs.3,50,000.00 and Rs.2,000.00 per machine respectively against documentary evidence. Safe arrival of the consignment at destination shall be your responsibility.
- GST:** GST shall be paid extra at actuals against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you have to submit the GST complaint Invoice as per GST provisions. In case of any failure on your account the penalty including interest (if any) borne by WCL shall be recovered from you.
- Delivery:** Delivery to commence immediately within three months (minimum four machines) & balance quantity of 2 (two) machines shall be supplied in 4th month, which shall be reckoned from 7th day of the order date.

Signature

Signature
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Signature

Supply Order no: 11000110418149 dated 20.11.2018 placed on M/s Epiroc Mining India Ltd

4. Warranty/Guarantee (Also refer Annexure "A"): The supplier shall warrant that the equipment supplied under this contract is :-

- a. In accordance with the contract specifications.
- b. The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.
- c. The warranty shall cover for total equipment so that ultimate responsibility has only with the equipments supplier although components may be supplied by different suppliers to you.

5. Performance Guarantee Clause: You shall guarantee that the availability of the equipment shall not be less than **85% (Eighty- Five Percent)** for a period of 12 months from the date of commissioning. Details as per Annexure -"A" enclosed.

6. Performance Bank Guarantee: You have to submit the performance bank guarantee for 10% of the order value (landed cost) i.e. **92,28,780.00** (Rupees Ninety two lakhs twenty eight thousand seven Hundred and eighty Only), valid for a period of 21 months of from the date of receipt and acceptance of materials (of the last consignment against the subject order) to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(EXCV)HOD, WCL(HQ)s or extended as deemed fit. Any short fall of performance availability, deduction shall be made as per technical specification. The PBG must be submitted within 15 days from the date of receipt and acceptance of the equipment. No Payment shall be made without submission of PBG.

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**". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd.
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account No: 005905018053 Customer Id : 556096497 ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	Hrushikesh Sakalkale Ph. No. +91-9923202096

BG advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI000059
7037	WCL556096497

The original bank guarantee issued by issuing bank shall be sent by the issuing bank to " Genral Manager (MM) I/c, Materials Management Wing, Western Coalfields Limited, HQ, Coal Estate, Civil Lines, Nagpur - 440001, Maharashtra" by **Registered Post/AD**.

Any extension / amendments to the BG shall be done following the same procedure as above.

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7. Inspection:

- a. Pre-despatch Inspection : Pre dispatch inspection shall be carried out by CM (Excv), CIL, Bangalore / representative of GM(Excv) I/C, WCL Hqrs or any other agency appointed by WCL and Final inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. The equipment must be delivered at Consignee's project within 15 days or earlier from the date of inspection and clearance by CIL's / WCL's representative.
- b. Final Inspection: Final inspection shall be carried out at the consignee stores.

8. Payment terms :

(I) 80% of Invoice value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by the consignee against submission of confirmed PBG or from the date of submission of bills, whichever is later.

(II) Balance 20% of the Invoice value payment shall be within 21 days made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/Staff Officer (Excv), respective area to the effect that the equipment has been erected and commissioned to their entire satisfaction as well as free training to the end users is imparted and performance testing done at the allocated location.

9. Security Deposit: You shall furnish the 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. for Rs. 92,28,780.00 (Rupees Ninety two lakhs twenty eight thousand seven hundred eighty only), within 15 days time from the date of supply order to this office. The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The banker of the firm shall issue Bank Guarantee on SFMS (Structured Finance Message Service) platform. The security deposit may be covered into performance bank guarantee as per NIT provisions.

10. Consignee & Allocation:- WCL's GSTIN no : 27AAACW1578L1ZW

Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
Gondegaon Ghatro - 1 no	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area, PO: Silewara Colliery, Dist. Nagpur (M.S.) Pin: 441 109
Ukni Deep - 2nos	Wani North	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO : Ukni, Distt:- Yavatmal (M.S) 445 304
New Majri I & II Exp - 1 no & N Majri UG to OC - 1 no	Majri area	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
Umrer Expn - 1 no	Umrer area	The Depot Officer, Regional Stores, Western Coalfields Limited, PO: Umrer Project, Dist. Nagpur (M.S.) Pin: 441 204

11. Paying Authority: General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001.

12. EFT Details as indicated in your offer:-

Name of the Bank	Deutsche Bank AG
Branch & Location	"Supeme", 3rd Floor, ITI Road, Aundh, Pune - 411 007, Maharashtra state
Account Number	6000863000
Nature of Account	Current Account
IFS CODE of the Branch	DEUT0537PUN

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

14. Liquidated Damages clause & 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,

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- 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.

15. Submission of Bills:

a. For claiming 80% payment, 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 Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- (ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017), if applicable.
- (iii) Consignment note / RR/ LR in original.
- (iv) Warranty / Guarantee certificate, if applicable.
- (v) Manufacturer's test certificate, if applicable.
- (vi) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- (vii) Any other document indicated elsewhere in the order

b. For Claiming 20% payment, the following documents are to be submitted

- (i) Pre-receipted and stamped bill for 20% payment.
- (ii) Commissioning Certificate from the respective Area Manager / Staff Officer (Excvt)
- (iii) Any other document indicated elsewhere in the order

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.

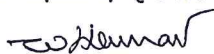
17. Manufacturing certificate: As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

"Certified that the items supplied and included in this bill/ invoice are our own make and have been actually manufactured in our works situated at _____ (address of the factory)

18. Integrity Pact : Integrity Pact as per format (Annexure E of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract.

The name of the IEMs for this tender / order are

Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar





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19. Price Fall Certificate: As undertaken by you in your offer You shall undertake that you have not supplied / are not supplying similar product systems or sub systems at a price lower than that ordered price in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found at any stage that similar product / Systems / Sub - systems was supply by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded, you will furnish the certificate to the Consignee / Paying authority along with the bills for this effect.

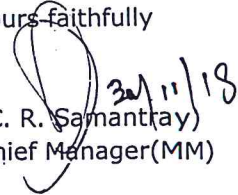
Failure in submission of aforesaid certificate by the contract holder, may result in with holding of the payment of their bills against supply.

Unless otherwise specified above, the purchase order shall also be governed by the terms and conditions given in the General terms and conditions enclosed.

This order is issued with this acceptance. Kindly acknowledge the receipt of this order.


(Y. Venkata Ramana)
Sr. Manager (MM)

Yours faithfully


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

Enclosures: -


<u>Annexure-A</u>	:	Detailed technical Specifications
<u>Annexure-B</u>	:	Filters for 3000 Hours of operation
<u>Annexure-C</u>	:	Standard Tools & Accessories
<u>Annexure-D</u>	:	Major Bought out items
<u>Annexure-E</u>	:	Erection and Commissioning program
<u>Annexure-F</u>	:	General Terms & Conditions
<u>Annexure-G</u>	:	PBG format

Copy to :

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Wani North / Majri / Umrer / Nagpur Areas.
3. GM(CP)/ GM(Fin.) , WCL Hq., Nagpur
4. GM(P&P), WCL(HQ), Nagpur
5. TS to DT(P&P), WCL, Nagpur
6. RD, CMPDIL, RI IV, Nagpur
7. Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar
8. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
9. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4th floor, KG Road, Bangalore
10. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 9,22,87,800.00

Indent details: Indent No. 1469 dated 12.11.2018.

BC Reference: FA/WCL/CAP/BC/HEMM/309 dated 30.11.2018 for Rs.23,07,19,500.00


(Y. VENKATA RAMANA)
Sr. Manager (MM)


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

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Detailed technical Specification for RBH Drills 160mm.

1. Schedule of Requirement :

Item Description	Requirement	NCD
DIESEL DRIVEN, STANDARD MAST, ROTARY BLAST HOLE	06 Nos.	
DRILL 160 MM (as per technical specifications indicated below)		Replacement

2. Technical Specification :

Introduction : These technical specifications identify the technical requirements of the Goods and Services which are the subject of this tender.

The Technical specifications are presented as follows :-

A. Scope of Supply.

B. General Requirements

1. Spare Parts Provisions.
2. Composite Warranty / Guarantee
3. Performance Guarantee

C. Equipment Specifications

2. Conformity with specification:

The equipment to be provided shall conform with the requirements defined in these parts. Where stated requirements conflict, the order in which the specifications

shall prevail is as follows. Part A
- followed by Part B -
followed by Part C

A. Scope of Supply.

A.1 Supplementary Items

- I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the equipment.
- II. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.
- III. All filters and O-rings including standard Engine filters **required for first 3000 working hours**

A.2 Information & Drawings:

The supplier shall provide following manuals, before the scheduled installation date for each equipment

- (a) One suitable illustrated copy of operating, repair, and maintenance instructions for all the equipment written in the English language, substantially bound in book form.
- (b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, equipment and accessories substantially bound in book form.

In addition to the Equipment drawings requested, where appropriate the Supplier shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations, etc.

Signature

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