



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

MF

Supply Order no: 11000110419212

Date: 09.01.2020

**SUPPLY ORDER**

To

M/s. **EPIROC MINING INDIA LIMITED**  
14<sup>th</sup> floor, Tower-1, Fountainhead,  
Phoenix Market city, Pune 411012

Vendor Code: 516995

Vendor Category : Manufacturer

Fax : 7507133892

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-e055-2019-20 (tender id 2019\_WCL\_144909\_1), Techno-commercial bid Opened on 29.08.19 and Price Bid Opening / Reverse Auction held on 16.10.2019.
2. Your Bid id Number 426572 subsequent submission of shortfall / confirmatory documents on portal
3. WCL's letter No. NGP/WCL/MMW/19-20/Sec1A/HEMM/119888/966 dt 09.11.2019
4. Your letter No. EMIL/HO/NGP/WCL/2019/036 dt 14.11.2019
5. Your letter No. EMIL/HO/NGP/WCL/2019/037 dt 06.12.2019

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  | Ordered qty (nos) | Unit Basic Price Rs. | Extended value RS.    |
|--|-------------------|----------------------|-----------------------|
| Diesel Driven, Standard Mast, Rotary Blast Hole Drill (RBH Drills) 160mm "Epiroc" make IDM 30 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 & technical specifications as per Annex "A" to "E" enclosed. Material code: 11406000008 | 4                 | 1,41,70,988.00       | 5,66,83,952.00        |
| Freight charges @ Rs.3,50,000.00 per Drill for 4 drills  |                   |                      | 14,00,000.00          |
| Insurance charges @ Rs.2,000.00 per Drill for 4 Drills   |                   |                      | 8,000.00              |
| FOR Destination price of 4 drills (basic + freight + insurance)  |                   |                      | 5,80,91,952.00        |
| GST @ 18% on Equipment + Freight + Insurance charges for 4 drills  |                   |                      | 1,04,56,551.36        |
| Total value before availing ITC  |                   |                      | <b>6,85,48,503.36</b> |

Total order value: Rs. **6,85,48,503.36** (Rupees six crores eighty five lakhs forty eight thousand five hundred three and thirty six paise only)

**Terms and conditions :**

1. **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.

2. **GST:** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You

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*Signature*

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Supply Order no: 11000110419212 dated 09.01.2020 placed on M/s Epiroc Mining India Ltd should 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 you to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

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

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

- In accordance with the contract specifications.
- 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.
- 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. Rs.68,54,851.00 (Rupees sixty eight lakhs fifty four thousand eight hundred and fifty one only), valid for a period of 18 months of from the date of Commissioning 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 as per format enclosed at annexure "G" 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<br>Customer Id : 556096497<br>ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur |
| IFSC code                       | ICIC0000059   |
| Bank Manager Name & Ph. No.     | Hrushikesh Sakalkale<br>Ph. No. +91-9923202096  |

BG advising message – 760COV / 767 COV via SFMS

| Field number | Particulars  |
|--------------|--------------|
| 7035         | ICIC0000059  |
| 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**.

*Eshwarman*  
Eshwarman

*OF*

*[Signature]*

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Supply Order no: 11000110419212 dated 09.01.2020 placed on M/s Epiroc Mining India Ltd  
Any extension / amendments to the BG shall be done following the same procedure as above.

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 initial spares for 1<sup>st</sup> year of operation 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 & 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 as per format enclosed at annexure "G" for 10% (ten percent) value of the awarded contract i.e. for Rs.68,54,851.00 (Rupees sixty eight lakhs fifty four thousand eight hundred and fifty one 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 in paper form as well as on SFMS (Structured Finance Message Service) platform. The security deposit may be covered into performance bank guarantee as per NIT provisions. (The details of beneficiary for issue of BG under SFMS platform are as above).

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

| Project   | Area       | POSTAL ADDRESS OF THE CONSIGNEE  |
|---|------------|--|
| Gondegaon Ghatro - 1 no;<br>Kamptee UG to CO OCM-1 no | Nagpur     | The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area, PO: Silewara Colliery, Dist. Nagpur (M.S.)Pin:441 109   |
| Durgapur exp deep - 1 no<br>Padmapur deep- 1 no       | Chandrapur | The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S) Pin- 442 403 |

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      | "Supreme", 3rd Floor, ITI Road, Aundh, Pune - 411 007, Maharashtra |
| Account Number         | 60005086000  |
| 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,

*Signature*  
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*Signature*

*Signature*

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Supply Order no: 11000110419212 dated 09.01.2020 placed on M/s Epiroc Mining India Ltd

- 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.

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 and as per technical specifications.
- (vii) Price Certificate and Price Fall Certificate
- (viii) Any other document indicated elsewhere in the order

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

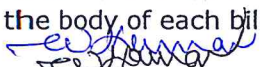
- (i) Pre-receipted and stamped bill for 20% payment.
- (ii) Commissioning Certificate from the respective Area Manager / Staff Officer (Excv)
- (iii) Any other document indicated elsewhere in the order

**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 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.

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.

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

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.





Supply Order no: 11000110419212 dated 09.01.2020 placed on M/s Epiroc Mining India Ltd  
"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  
Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310  
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

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.

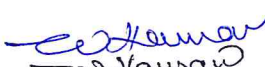
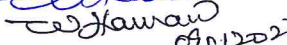
Failure in submission of aforesaid certificate by you, may result in with holding of the payment of their bills against supply.

20. Jurisdiction of Court: Nagpur only.

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.

Yours faithfully

  
  
09.01.2020  
**(Dr. Y. Venkata Ramana)**  
**Chief Manager (MM)**

  
**(K.S.R. Divakar)**  
**Chief Manager (MM)**

**Enclosures: -**

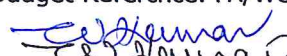
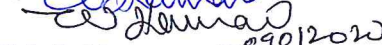
|                   |   |  |
|-------------------|---|--|
| <u>Annexure-A</u> | : | Detailed technical Specifications          |
| <u>Annexure-B</u> | : | Filters for 3000 Hours of operation        |
| <u>Annexure-C</u> | : | Standard Tools & Accessories               |
| <u>Annexure-D</u> | : | Major Bought out items                     |
| <u>Annexure-E</u> | : | Erection and Commissioning program         |
| <u>Annexure-F</u> | : | General Terms & Conditions                 |
| <u>Annexure-G</u> | : | Bank Guarantee format                      |
| <u>Annexure-H</u> | : | Details of Lubricants and Change intervals |
| <u>Annexure-I</u> | : | Preventive Maintenance Schedule            |

**Copy to :**

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Chandarpur / Nagpur Areas.
3. GM(CP)/ GM(Fin.) / GM(P&P) , WCL Hq., Nagpur
4. TS to DT(P&P), WCL, Nagpur
5. RD, CMPDIL, RI IV, Nagpur
6. Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310  
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022
7. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
8. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4<sup>th</sup> floor, KG Road, Bangalore
9. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs.6,85,48,503.36

Indent details: Indent No. 1477 dated 16.10.2019.

Budget Reference: FA/WCL/CAP/BC/HEMM/12/11/34 dated 09.01.2020 for Rs.6,85,48,503.36

  
  
09.01.2020  
**Chief Manager (MM)**

  
  
09.01.2020  
**Chief Manager (MM)**

**Detailed technical Specification for RBH Drills 160mm.**

| Item Description  | Requirement | NCD         |
|---|-------------|-------------|
| DIESEL DRIVEN, STANDARD MAST, ROTARY BLAST HOLE<br>DRILL 160 MM (as per technical specifications indicated below) | 04 Nos.     | Replacement |

**2. Technical Specification :**

**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:**

You 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 you shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations, etc.

**A.3 Erection/Assembly, commissioning and Performance Testing:** You shall provide the service of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, equipment and accessories supplied.

The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the equipment.

**A-4 Training:** You shall also be responsible for the provision and delivery content of any suitable training programmes, including audio visual presentation/training, necessary for operation and maintenance including Dos & DONTs and trouble shooting procedure for the equipment. The duration, venue and type of training program shall be mutually decided, considering the requirement of Area / Project in consultation with GM(Excv.)HOD, WCL(HQs.)

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