



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: 11000110518135

DT : 14.11.2018

SUPPLY ORDER

To

M/s. Escorts Ltd

Plot no 219, Sector-58, Ballabgarh 121004,
Faridabad, Haryana

Vendor Code: 528001

Vendor Category : Manufacturer

email: rajesh.pahwa@escorts.co.in Fax : 0129-2306572

Dear Sir,

Sub : **Formal Order for Supply of Mobile Crane 30 T capacity (Rough Terrain).**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-yvr-ra-e032-2018-19 (Tender id: 2018_WCL_107780_1), Techno-commercial bid opened on 08.08.2018; Price bid opened and Reverse Auction conducted on 23.10.2018
2. Your Bid ID :314126
3. Your letter No. ECE/WCL/30T/18-19 dt 24.10.2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Mobile Crane 30 T capacity (Rough Terrain) as per detailed technical specifications, rates, terms and conditions stipulated below and General Terms and conditions enclosed: -

Description	Qty	Unit basic rate (Rs.)	Extended value (Rs.)
Diesel powered 30T Hydraulic Rough Terrain Mobile crane, Make - ESCORTS; Model -RT - 30 with Lifting capacity of not less than 30T at a radius of 3 mtr, as per detailed technical specifications and scope of supply as per Annexure enclosed, along with initial spares / filters (including engine filters, coolants etc) for initial 3000 hours operation & with complete comprehensive set of tools & tackles as per list enclosed.	1 nos	1,30,84,898.00	1,30,84,898.00
Freight per Crane			4,00,000.00
Sub-Total of Equipment and freight charges			1,34,84,898.00
GST @ 18% on equipment + freight, Insurance charges			24,27,281.64
Total including GST			1,59,12,179.60
TCS @ 1% on landed value			1,59,121.80
Total value of the order			1,60,71,301.40

Total Value: Rs.1,60,71,301.40 (Rs One crores sixty lakhs seventy one thousand three hundred one and forty paise only).

Terms and conditions :

- Prices:** The prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding & Insurance charges upto destination. However, for FOR Destination supply, freight charges shall be payable extra at actuals to a maximum ceiling of Rs.4,00,000.00 / equipment against documentary evidence. The impact of which has been indicated above.
- GST:** GST shall be paid extra at actual 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 against GST shall be availed by the consignee, for which you have to submit GST complaint Invoice as per provisions of GST Act 2017.
- TCS:** TCS shall be payable extra @ 1% (one percent) on landed value of equipment as above, legally applicable, against documentary evidence.
- Delivery:** Delivery of all the machine to be completed immediately or maximum within three months, which shall be reckoned from 7th day of the order date.

Handwritten signatures and date 14/11/18

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5. **Inspection:** Pre dispatch inspection shall be carried out by CM(Excv), CIL, Bangalore / representative of WCL/CIL 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.

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

Qty	Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
1 no	Umrrer Expn OCM(replacement)	Umrrer	The Depot Officer, Regional Stores, Western Coalfields Limited, Umrrer Area, PO : Umrrer Project, Distt:-Nagpur (M.S) Pin: - 441204

7. **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 made within 21 days after successful completion of erection, testing, commissioning & final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM to the effect that the equipment has been erected & commissioned to their entire satisfaction.

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

9. **EFT Details :-**

Name of the Bank	Indus Ind Bank Ltd
Branch & Location	Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi 110001
Account Number	650000640513
Nature of Account	Cash Credit
IFS CODE of the Branch	INDB0000005

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

11. **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. 16,07,130.00 (Rupees Sixteen lakhs seven thousand one hundred and thirty 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 Messaging Service) platform. The security deposit may be converted into performance bank guarantee as per NIT provisions. However in such case the validity of bank guarantee to be as per PBG clause and your request must be specific for the said conversion.

12. **Guarantee /Warranty:** The equipment will be warranted against any manufacturing defects/workmanship for a period of 12 (twelve) months from the date of commissioning. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. In the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc., WCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by the supplier at site at no cost to the purchaser within 7 days of settlement of warranty claims.

13. **Performance Bank Guarantee:** - You have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. Rs.16,07,131.00 (Rupees Sixteen lakhs seven thousand one hundred and thirty one only), valid for a period of 18 months of from the date of receipt and acceptance of materials (of the last consignment against the subject order) to cover 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 the relevant clause of technical specification enclosed at annexure "A". 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 confirmed PBG.


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Note: You should submit the Bank Guarantee (for Security Deposit / PBG) in SFMS (Structured Financial Messaging system) mode only. The beneficiary bank details are:

Name of the beneficiary : Western Coalfields Limited, Hq

Customer id: WCL556096497;

Current Account number; 005905018053;

IFSC Code: ICICI0000059;

Bank: ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur. (IFSC code : ICIC 000059);

Branch Manager: Mr Hrushikesh Sakalkale, Ph no 9923202096

Field Number & Particulars: Field no 7035 : ICICI0000059

Field No 7037 : WCL 556096497.

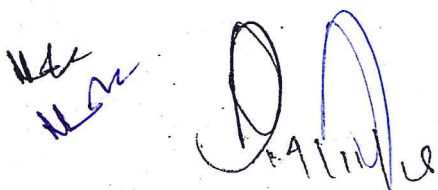
14. Performance Guarantee Clause: You shall guarantee that the availability of the equipment shall not be less than **85% (Eighty- Five Percent)** for a period of 18 months from the date of commissioning. Details as per Annexure -"A"
15. Liquidated Damages clause: - In the event of failure to deliver 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,
- 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.
 - 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
 - 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-
 - 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.
 - To forfeit the security deposit full or in part.
 - 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:

- For claiming 80% payment**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
 - Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of GST complaint Invoice).
 - Packing list in original list giving details of bill of materials, if applicable.
 - Consignment note / RR/ LR in original.
 - Warranty / Guarantee certificate, if applicable.
 - Manufacturer's test certificate, if applicable.
 - DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
 - A Certificate to extent that M/s Escorts Ltd will be passing on extra benefits at the time of supply / raising invoices.
 - Performance Bank Guarantee as per the terms of order
 - Any other document indicated elsewhere in the order
- For Claiming 20% payment**, the following documents are to be submitted
 - Pre-receipted and stamped bill for 20% payment.
 - Commissioning Certificate from the respective Area Manager / Staff Officer (Excv)

17. **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



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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 delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable 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.

18. **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)

19. **Price Certificate:** You have undertaken in your offer that you 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 you offer the lower prices for same items under similar terms within validity of this offer to ministry/department of the Govt. of India or a PSU, you undertake to notify such reduction to the buyer and the same will also be applicable against this offer.

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

NV
14/11/2018
(NV. Raghubabu)
Sr. Manager (MM)

C.R. Samantray
14/11/18
(C.R. Samantray)
Chief Manager(MM)

Enclosures: -

- Annexure-A** : Detailed technical Specification for Crane 30T, Technical data, Maintenance schedule - 10 pages
Annexure-B : List of major Bought out items - Total - 04 page
Annexure-C : List of spares for 3000 Hours of normal operation - Total : 01 page
Annexure-D : List of Standard Tools - Total page - 01
Annexure-E : General Terms & Conditions - Total : 08 pages
Annexure-F : PBG format - 01 page
Annexure-G : Details of nearest Depot / Warehouse & Service facility - 01 page
Annexure-H : Light Details - 01 page

Copy to :

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Umrer area.
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. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 1,60,71,301.40
10. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4th floor, KG Road, Bangalore
11. GM(Excv), EED, Coal India Ltd., "Coal Bhawan", Premises no 04 MAR, Plot No AF III Action Area 1A, New Town, Rajarhat, Kolkatta 700156, West Bengal
12. GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL

Indent details: Indent no 1467 dt 26.10.2018 (1 No Umrer Expn QCM, on replacement)

BC Reference: Capital Budget : FA/CAP/BC/HEMM/292 dated 10.11.2018 for Rs. 1,,60,71,301.44

NV
14/11/2018
(NV Raghubabu)

C.R. Samantray
14/11/18
(C.R. Samantray)