



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

M/F

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

Supply Order no: 11000110519198

DT : 23.12.2019

**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](mailto: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-e025-2019-20 (Tender id: 2019\_WCL\_138171\_1),  
Techno-commercial bid opened on 19.06.2019; Price bid opened and Reverse Auction  
conducted on 07.10.2019  
2. Your Bid ID :409552 and subsequent correspondence on portal and submission of shortfall /  
confirmatory documents  
3. Your email dated 14.10.2019

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, along with initial spares / filters (including engine filters etc) for initial 3000 hours operation & with complete comprehensive set of tools & tackles, as per detailed technical specifications & scope of supply as per Annexure "A" enclosed.	2 nos	1,33,00,000.00	2,66,00,000.00
Freight @ Rs. 4,00,000.00 per Crane for 2 cranes			8,00,000.00
Sub-Total of Equipment and freight charges for 2 Cranes			2,74,00,000.00
GST @ 18% on equipment, freight, Insurance charges			49,32,000.00
Sub-Total of Equipment, freight charges and GST for 3 Cranes			3,23,32,000.00
TCS @ 1% on landed value including Freight charges & GST for 3 Cranes (rounded off)			3,23,320.00
<b>Total value of the order</b>			<b>3,26,55,320.00</b>

**Total Value: Rs. 3,26,55,320.00** (Rs Three crores twenty six lakhs fifty five thousand three hundred and twenty only).

**Terms and conditions :**

1. **Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing, forwarding and Insurance charges. However, for FOR Destination supply, freight charges shall be payable extra at actuals to a maximum ceiling of Rs.4,00,000.00 per equipment 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 is 18% on equipment. 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 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

*Rajesh Pahwa*  
*Escorts*

*[Handwritten signature]*

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you to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you. The present rate of GST applicable on individual items of spares is as per Annex B to E, enclosed.

3. **TCS:** TCS shall be payable extra @ 1% (one percent) on landed value of equipment as above, legally applicable, against documentary evidence.

4. **Delivery:** Delivery to be completed within FOUR (4) months or earlier, which shall be reckoned from 7<sup>th</sup> day of the order date. However, you shall improve upon the delivery.

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	Neeljai Exp deep scheme	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus Colliery, Dist:-Chandrapur (M.S) Pin: - 442 505
1 no	Kamptee deep OCM	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur Area, PO : Silewara Colliery, Dist:-Nagpur (M.S) Pin: - 441109

7. Payment terms : 80% value of 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 or submission of bills whichever is later.

Balance 20% payment shall be made after successful completion of erection, testing, commissioning & final acceptance of the equipment (along with the accessories) upon presentation of certificates from AGM/ SO(Excv) of concerned area to the effect that the equipment has been erected and commissioned to their entire satisfaction & free training imparted to the end users & performance testing at the allocated location.

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	65000064513
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. **32,65,532.00** (Rupees thirty two lakhs sixty five thousand five hundred and thirty two 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 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.

12. Guarantee - Warranty: The equipment will be warranted against any manufacturing

*G. J. Jamar*  
*G. J. Jamar*

*[Signature]*

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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.32,65,532.00** (Rupees thirty two lakhs sixty five thousand five hundred and thirty two only), valid for a period of 21 months of from the date of receipt and acceptance of materials (of the last consignment of the equipment against the subject order) to cover the guarantee 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.

**Note:** You should submit the Bank Guarantee (for Security Deposit / PBG) in paper form as well as 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 12 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.

*Signature*  
*WCL*

*Signature*

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16. 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 GST complaint Invoice).
- ii. Packing list in original list giving details of bill of materials, 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. All documents required for RTO registration
- 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)

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 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)

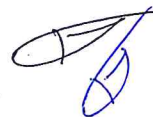
19. **Price Certificate:** You have undertaken in your offer that you have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case you offer the lower prices for same items under similar terms within the 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.

20. **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, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhabaneshwar 751015

*Nivedita Haran*




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21. Jurisdiction of courts : 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.

  
23/12/19  
(Dr Y. Venkata Ramana)  
Chief Manager (MM) P - III

Yours faithfully

  
23/12/19  
(K.S.R. Divakar)  
Chief Manager(MM)P-I

**Enclosures: -**


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

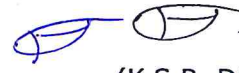
**Copy to :**

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Nagpur / Wani 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. Sr. Manager (MM/Admn.), WCL(HQ) – The Landed value of the order is Rs.3,26,55,320.00
8. Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
9. Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhabaneshwar 75101510.
10. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4<sup>th</sup> 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 1478 dt 16.10.2019

BC Reference: Capital Budget : FA/WCL/CAP/HEMM/12/08/33 dated 20.12.2019 for Rs.3,26,55,320.00

  
23/12/19  
(Y. Venkata Ramana)  
Chief Manager (MM) P - III

  
23/12/19  
(K.S.R. Divakar)  
Chief Manager(MM) P - I

**Technical Specifications of 30T Crane**

**Mobile Crane 30 Ton capacity (Rough Terrain) - Two No. (Replacement requirement)**

**1. Scope Of Specification**

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a diesel powered, 30 Tonne capacity hyd rough terrain Mobile Crane.

**2. References**

The following International Standards are referred to in, and form part of, the Specification:

- ISO 4305 : Mobile cranes - Determination of stability
- ISO 7363 : Cranes and lifting appliances - Technical characteristics and acceptance documents
- ISO 7752-1 : Lifting appliances - Controls - Layout and characteristics (Part 1) : General principles
- ISO 7752-2 : Lifting appliances- Controls- Layout & characteristics(Part-2) Basic arrangement and requirements for Mobile Cranes
- ISO 8087 : Mobile Cranes - Drum and sheave sizes
- ISO 4573-1982 : Specification for power drive Mobile Cranes / plus Any other ISO specifications, as applicable

**3. Design Criteria**

The Crane shall be designed for heavy duty application in the extreme mining conditions at Opencast Mines and be capable of operating for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year.

The Crane should have a lifting capacity, with outriggers, of not less than 30 tonne at a radius of 3 m, 360° Slew, and a basic boom length of 8 to 10 m. The fully extended boom length should be not less than 21 m.

The lifting capacity shall be in accordance with American Standard CS 90-58 and should not exceed 85% of the tipping load in accordance with ISO 4305.

The Crane shall have a gradeability of not less than 45% and should be capable of 360° rotation with rated loads.

The Crane should be capable of lowering the rated loads at minimum of 4 meter below ground level and should have adequate pick up and carry capacity over the front.

**4. Technical Requirements**

4.1 **Engine:** The Crane shall be powered by a direct injection 4-stroke, proven performance diesel Engine of **160 HP minimum POWER rating**, at specified RPM. The Engine shall be provided with 12V/ 24V electric starting, dry type 2- stage air-cleaner with automatic dust evacuator and dust level indicator and 2-stage fuel filter with water separator.

The Engine shall have a water jacket cooling system, thermostatically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy duty Radiator. The system shall be capable of providing sufficient cooling to allow the crane to continuously operate at the full rated output at the maximum ambient temperature. The moving parts of the Engine shall be lubricated by an Engine driven oil pump, with full flow oil filtration and cooling.

The Engine shall be environment certified for the applicable norms.

The Engine shall be equipped with an over-speed governor or a suitable system for governing the speed.

4.2 **Transmission**

The Crane shall be provided with an off-highway power shift hydraulic/ hydrodynamic full power shift torque converter- Transmission having a sufficient number of speeds to enable it to travel in rugged mining conditions. Suitable protection of the Transmission pan from external damage should be provided. The pan guard should be provided which should be designed to minimise accumulation of dirt and debris.

4.3 **Drive System**

Suitable 4 x 4 wheel drive-steer with provision for 4 x 2 wheel drive-steer, with suitable Differential and planetary reduction hubs (if applicable) shall be provided .

4.4 **Steering**

Full hydraulic/ hydrostatic power steering shall be provided, which should have the capability of normalising steering control when the machine is slewed to the rear of the chassis.

4.5 **Hoses**

All hoses shall be grouped as far as possible and suitably clipped to reduce damage from scuffing.

All Hydraulic hoses shall be fire/ heat resistant.

4.6 **Brakes**

Suitable reliable & efficient, Disc brake type air/ oil/ air over oil assisted, foot operated service brakes acting on all wheels, shall be provided. Suitable reliable & efficient, Parking/ emergency brakes, for locking the wheels during operation of the Crane should also be provided.

*W. J. Hamar*  
*W. J. Hamar*

