



# 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 : 5588, 5538, Fax : 0712-2510284

Supply Order no: 1100011218122

Dt: 13.10.2018

## SUPPLY ORDER

To

M/s. CUMMINS INDIA LIMITED,  
Tower A, 3<sup>rd</sup> floor, Survey no 21,  
Balewadi, Pune - 411045.

Vendor Code: 516880  
Vendor Category: Manufacturer  
Fax : 020 67067013

Dear Sir,

Sub : **Formal Order for Supply of Cummins Engine Model QSK - 23C.**

- Ref : 1. Our tender enquiry no. WCL-hq-pur-yvr-ra-e020-2018-19, opened on 07.07.2018 (Tender id 2018\_WCL\_105105\_1)
2. Your Bid id number 310652
3. WCL's letter no WCL/NGP/MMW/Sec-1A/YVR/QSK23C/18-19/E70031/890 dt 08.08.2018
4. Your letter no DBU/MNG/WCL/08082018-1 dt 09.08.2018
5. Your letter no DBU/MNG/WCL/21082018-1 dt 21.08.2018
6. Your letter no DBU/MNG/WCL/08082018-1 dt 07.09.2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of 3 nos Cummins Engines Model QSK - 23C for Tata Hitachi EX-1200 Hydraulic Excavator as per terms and conditions stipulated below: -

Description	Quantity	Basic Unit Price (Rs.)	Extended Basic Price (Rs.)
Cummins Engine model QSK23C complete with all standard accessories for Tata Hitachi EX1200 Hyd Excavator as per detailed technical specifications enclosed (Material Code 15593000004)	3 Nos.	77,36,230.00	2,32,08,690.00
Freight charges for 3 nos Engines @ Rs.35,000.00 per Engine			1,05,000.00
Insurance charges for 3 nos Engines @ Rs.1,030.00 per Engine			3,090.00
FOR Destination price of 3 machines (basic + Freight + Insurance)			2,33,16,780.00
GST @ 28% on FOR Destination price			65,28,698.40
Total value of order before availing Input Tax credit			<b>2,98,45,478.40</b>
Total value of order after availing Input Tax credit			2,33,16,780.00

**Total Value: Rs. Two crores ninety eight lakhs forty five thousand four hundred seventy eight and forty paise Only.**

### OTHER TERMS & CONDITIONS:

1. **Prices:** The prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges. However, freight charges, Insurance charges shall be paid extra at actuals against documentary evidence to a maximum of Rs.35,000.00 and Rs.1,030.00 respectively for each Equipment. The materials will be supplied from and billed by M/s Cummins India Ltd., IPDC, Plot no A1, MIDC Phaltan, Lonand Phaltan Road vill Suravadi, Tal Phaltan Distr Satara 415522.
2. **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 28%. Input Tax Credit benefit shall be availed by the consignee for which, M/s Cummins India Ltd has to submit GST compliant Invoice.

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.

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*13/10/18*

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3. **Delivery:** Delivery of Engine to be completed within three months, which shall be reckoned from 7<sup>th</sup> day of the order date
4. **Final Inspection:** Final inspection shall be carried out by consignee, after receipt of complete engine
5. **Consignee & Allocation :**
- a. **Consignee:** Depot Officer, WCL, Central Stores, Urjagram, PO- Tadali, Chandrapur Distt-.442406 (MS)
- b. **Allocation:**
- i. Bhatadi of Chandrapur : 1 no
  - ii. Gondegaon of Nagpur : 1 no
  - iii. Mungoli OC of Wani : 1 no
6. **Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of material at site by the consignee and acceptance of Performance Bank Guarantee.
7. **Paying Authority:** General Manager(Fin), WCL Hq, Nagpur.
8. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to consignee on Freight paid basis. Necessary E-way bill has to be issued by the supplier.
9. **Your bank details for EFT payment:-**

Name of the Bank	HDFC Bank Limited
Branch & Location	885, 4 <sup>th</sup> floor, Millennium Towers, Bhadarkar Road, Pune 411004
Account Number; Nature of Account	70310000559; Current Account
IFS CODE of the Branch	HDFC0000007

10. **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.29,84,548.00** (Rupees Twenty nine lakhs eighty four thousand five hundred and forty eight only), without having any ceiling within 15 days time from the date of supply order to the DDO. The Security Deposit may be converted into PBG as per NIT
11. **Performance Bank Guarantee (PBG):** You have to furnish a Performance Bank Guarantee for 10% value of order value (landed cost) i.e. for **Rs.29,84,548.00** (Rupees Twenty nine lakhs eighty four thousand five hundred and forty eight only), valid for a period of 30 (thirty) months from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period.

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 Limited
AREA	Head quarter
Bank account no / Customer ID	Current account no : 005905018053 Customer id: 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC Code	ICIC 0000059
Bank Manager name and phone no	Hrushikesh Sakalkale; Ph no =91-9923202096

BG advising message – 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI0000059
7037	WCL556096497

*Handwritten signature and date:*  
13/10/18

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The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c, Materials Management Wing, Western coalfields Ltd HQ  
Coal Estate, Civil lines, Nagpur - 440001, Maharashtra

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

- 13. Guarantee - Warranty:** The Engines shall be covered under Guarantee / Warranty for satisfactory performance for a period of 6500 Working Hours OR 24 months from the date of commissioning OR two and half years from date of delivery, whichever is earlier. In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components should be replaced and the equipment rectified and brought back to satisfactory performance free of cost within reasonable time.
- 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 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:** 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 complaint Invoice as per GST Act 2017
  - (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) Any other document as specified in the order, elsewhere, 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.

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

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*W. Hamar*

*13/10/18*

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the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

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. 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. 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"
19. Fall Clause: You shall undertake that you have not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied 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.
20. Fitment Guarantee certificate: You shall have to submit a fitment guarantee certificate that Engine is 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. The Engine fitment and commissioning will be done by you on free of cost basis. This fitment guarantee certificate is required along with manufacturer test certificate at the time of supply.
21. Manual and Manufacturer's Test Certificate: The following shall be submitted with the supply
- Engine parts catalogue – One set
  - Engine operation and Maintenance manual – One set
  - Engine Test Certificate
22. Identification mark: The manufacturer should mark their identification marks or Logo on non wearable surface of the product.
22. 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.

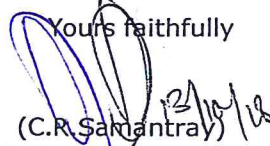
The name of the IEMs for this tender are

- 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

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.

  
  
13.10.18  
(Y. Venkata Ramana)  
Sr. Manager (MM)

Yours faithfully  
  
(C.R. Sankar)  
Chief Manager(MM)

**Supply Order no 11000111218122 dt: 13.10.2018; M/s Cummins India Ltd**

**Enclosures: -**

Annexure - A : Technical specifications  
Annexure - B : General Terms & Conditions  
Annexure - C : Bank Guarantee format

**Copy to :**

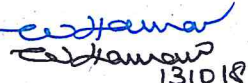
1. GM(Excav) HOD, WCL(HQ), Nagpur
2. AGM / AFM / SO(Excav) / Depot Officer, WCL, Chandrapur / Nagpur / Wani areas
3. GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL
4. RD, CMPDIL, RI IV, Nagpur
5. M/s Cummins India Ltd., Nagpur
6. Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024  
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar
7. G.M(HQ), WCL, Hq.

Indent details: 1. Indent no Ind/17-18/3160/00540 dt 14.12.2017 of Bhatadi of Chandrapur for 1 no engine  
2. Indent no Ind/17-18/3260/00324 dt 13.06.2017 of Gondagaon of Nagpur for 1 no engine  
3. Indent no Ind/17-18/4360/00786 dt 17.02.2018 of Mungoli OC of Wani for 1 no engine

A consolidated indent no 18-19 /130 dt 19.03.2018 for 3 Engines of CWS, Tadali

Budget Reference: BC/WCL/Rev/GM(Excav)/2018-19/Excavator-1000/1200/9/05/77 dt 12.10.2018 for Rs.2,98,45,478.00

This is issued with the approval of Board of Directors, WCL in their 304<sup>th</sup> meeting held on 22.09.2018, as per the resolution circulated by Company Secretary vide ref no WCL-BD/SECTT/BM-304/2018/550 dt 09.10.2018

  
13/10/18  
Sr. Manager (MM)

  
13/10/18  
Chief Manager(MM)

Technical Specifications of Engine QSK 23 C

(A) Technical Specification /item Description

Technical Specification /item Description	Quantity (No.)
Cummins Engine Model QSK23-C with the following details /Configurations:- (i) Six cylinder in-line, 170mm bore, 170mm stroke & 23.15 Litres Displacement, 4 stroke Turbo Charged, CAC after cooled Diesel Engine. (ii) Rated Power 760 BHP net, at 1650RPM, complete with Cummins HPI fuel system, Electronic features and other related Misc. items. (iii) Suitable for direct replacement on TATA HITACHI Hyd. Excavator model EX 1200-V fleet working at WCL.	03 nos

(B) Scope of supply:

a	Cummins Engine model QSK23-C with all standard accessories	Suitable for direct replacement on TATA HITACHI Hyd. Excavator model EX 1200-V fleet working at WCL
b	Air intake & exhaust system	a) Air intake Manifold – One no. (Engine Mounted) b) Turbo Charger – Engine Mounted c) Exhaust Manifold – One no. (Engine Mounted)
c	Fuel System	a) Fuel pump, fuel filter and suitable plumbing b) ECM – With complete harness with Engine Mounted
d	Cooling System	a) Water Pump – one No. (Engine Mounted) b) Fan Drive Arrangement (Engine Mounted)
e	Lubrication system	a) Lubrication oil pump 1 no engine mounted b) Lubrication oil cooler 1 no engine mounted
f	Starting System / auto electricals	a) Starting Motor – Engine Mounted. b) Alternator – Engine Mounted.
g	Other major Engine Parts	a) Flywheel and Flywheel Housing engine mounted b) Temperature and pressure switches / sensors

**C. Fitment & Commissioning:** Engine fitment and commissioning will be done by the supplier on free of cost basis. The facilities required at site, will be provided by the project, free of cost.

**D. Guarantee / Warranty:** 6500 Working Hours OR 24 months from the date of commissioning OR two and half years from date of delivery, whichever is earlier.

**E. Manual & Test Certificate:**

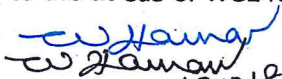
- i) Engine Parts Catalogue
- ii) Engine Operation and Maintenance Manual.
- iii) Engine Test Certificate

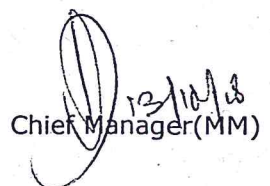
**F.** M/s Cummins India Ltd should submit a certificate that offered products are exact replacement of fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for without any modification.

**G. Identification mark:** The manufacturer should mark their identification marks or Logo on non wearable surface of the product

**H. Technical support services:**

- The representative of M/s Cummins India should be available at the time of commissioning of the offered items.
- The representative of M/s Cummins India must visit as and when required basis to provide technical support to the areas of WCL for smooth running of the equipments.

  
Sr. Manager (MM)

  
Chief Manager (MM)