



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: 11000112219235

Dated: 28.01.2020

**SUPPLY ORDER**

To

M/s Simplex Engineering & Foundry Works Pvt Ltd  
65, Industrial Estate, Bhilai,  
Chattisgarh 490026

Vendor Code :515040

Vendor Category : Manufacturer  
email : marketing@simplexengg.in

Dear Sir,

Sub : **Formal Order for supply of Standard Height Load Haul Dumps (LHDs)**

- Ref: 1. WCL Tender Enquiry no: WCL-hq-Pur-yvr-ra-e060-2019-20 opened on 26.08.2019, (tender ID: 2019\_WCL\_145700\_1), Price bid opened / reverse Auction held on 20.11.2019  
2. Your offer/Bid ID:434003 and subsequent submission of shortfall / confirmatory documents on portal  
3. WCL's letter no NGP/ WCL/MMW/19-20/Sec1A/LHDs/118557/244 dated 11.12.2019  
4. Your letter no SES/I/0819/DJS/C-2396/1424 dt 14.12.2019

With reference to above, we are pleased to place FORMAL ORDER on you for the supply of Load Haul Dumps (LHDs), at the rates and as per terms and conditions stipulated below and general terms and conditions enclosed:-

NIT item sl no	Description	Quantity (nos)	FOR Destination price Rs.	Extended value Rs.
2	Standard Height LHD, Model D142/1500 Electro-hydraulically powered machine with Chain Conveyor Bucket / Arrangement; Scope of supply & Technical specifications as per Annexure "A" enclosed. Material code : 23903000014	2	44,50,000.00	89,00,000.00
	Freight charges @ Rs.50,000.00 per equipment for 2 LHDs			1,00,000.00
	GST @ 18% on (equipment + Freight) for 2 LHDs			16,20,000.00
	Total value of equipment before availing ITC for item no 2			<b>1,06,20,000.00</b>

**Total Value: Rs.1,06,20,000.00** (Rupees One crore six lakhs twenty thousand only).

**Other Terms and conditions :**

- Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding and insurance charges upto destination. For FOR Supply, Freight charges will be paid extra at actuals to a maximum ceiling of Rs.50,000.00 (Rupees fifty thousand) per equipment against documentary evidence. Safe arrival of the consignment shall be your responsibility.
- 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 on equipment 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 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.
- Delivery:** Delivery to be completed within 4 (four) months, which shall be reckoned from 7<sup>th</sup> day of order date. Early supplies are acceptable.
- Final Inspection:** Final inspection shall be carried out by the authorised representative of WCL, at the consignee stores.

*Signature*  
WCL

*Signature*

1/28

5. Consignee & Allocation:-

Qty	Project Allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
2 nos	BC 3 & 4 -1no; Sasti - 1 no	Ballarpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S)-Pin:-442-701

6. Payment terms : 80% value of equipment and initial spares (if any) 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 and acceptance of Performance Bank Guarantee & Security BG, whichever is later. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from Area GM/SO(E&M) of concerned area to the effect that the equipment has been erected and commissioned to their entire satisfaction and performance testing is done at the allocated location.

7. Paying Authority: General Manager (Fin.), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-1

8. EFT Details :-

Name of the Bank, Branch & Location	State Bank of India, SME Bhilai, Sector-1, Bhilai
Account Number, Nature of Account	10184627594, Cash Credit
IFSC Code	SBIN0012277

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

10. 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.10,62,000.00 (Rupees Ten lakhs sixty two thousand only), within 15 days time from the date of supply order to this office. 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 security deposit may be converted into performance bank guarantee as per NIT provisions after completion of supplies. Format of Bank Guarantee enclosed at Annexure "D".

11. Performance Bank Guarantee: You have to furnish a Performance Bank Guarantee for 10% (ten percent) value of the awarded contract i.e. for Rs.10,62,000.00 (Rupees Ten lakhs sixty two thousand only), satisfactory operation and performance valid for 18 months from the date of supply and acceptance of equipment, equivalent to 10% value of the contract including GST to the FOR Destination price of the equipment on order. The Bank Guarantee shall be released after successful completion of the Guarantee / Warranty period after confirmation from GM(E&M) HOD, WCL Hq. Any short fall of performance availability, deduction shall be made as per clause no 12.0 of TPS (i.e. Availability clause). 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 Performance Bank Guarantee. PBG may be submitted equipment-wise also.

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 as per format at Annex "D".

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	ICICI0000059
7037	WCL556096497

*E. Hanuman*

*[Signature]*

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western coalfields ltd HQ, Coal Estate, Civil lines, Nagpur - 440001, Maha rashtra" by **Registered post /AD**.

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

12. **Guarantee - Warranty:** The equipment should be guaranteed for satisfactory operation and performance for a period 12 months from the date of installation / Commissioning or 18 months from the date of receipt and acceptance of equipment, 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 shall be replaced and the equipment rectified and brought back to satisfactory performance free of cost.

13. **Performance Guarantee Clause for guaranteed availability:** You shall ensure that availability of the machine over a period of 12 months does not fall below 75%. For every 1% fall in the % availability below 75%, 1% of the value of the machine will be deducted. In case the fall in availability below 75% exceeds 10%, the equipment will be rejected out right and the supplier will have to refund the full amount.

The availability will be calculated as per the following formula.

$$\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$$

Where, Down Time = Maintenance hours + Breakdown hours

14. **Liquidated Damages clause :-** In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, WCL 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 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 GST compliant Invoice as per GST rules and Act indicating HSN code
  - (ii) Packing list in original list giving details of bill of materials. (Invoice should be strictly as per GST rule 2017).
  - (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) Price Certificate and Price Fall Certificate
  - (viii) Any other document indicated elsewhere in the order / technical specifications

*W. H. H. H.*

*[Signature]*

**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 GM / SO(E&M) of concerned area
- (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.

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.

"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:** As undertaken by you 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. You will furnish the certificate to this effect to the Consignee / Paying Authority along with bills. Failure in submission of aforesaid certificate by you, may result in with holding of the payment of your bills against supply.


19. **Price Fall clause:** As undertaken by you in your offer 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 this effect to the Consignee / Paying Authority along with bills:


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

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. IEMs against the 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

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.

  
29/01/2020  
(Dr Y. Venkata Ramana)  
Chief Manager (MM) P - III

Yours faithfully  
  
29/1/2020  
(KSR Divakar)  
Chief Manager (MM) P -I

**Enclosures: -**

- Annexure-A** : Detailed Technical specifications  
**Annexure-B** : Tool Kit  
**Annexure-c** : General Terms & Conditions  
**Annexure-D** : Bank Guarantee format

**Copy to :**


1. GM(E&M) HOD / GM(P&P) / GM(Fin.)WCL(HQ), Nagpur
2. AGM / SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Ballarpur area.
3. AF (MM), MM Wing, WCL Hq., Nagpur
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
5. RD, CMPDIL, RI IV, Nagpur
6. TS to DT(P&P), WCL, Nagpur
7. Sr. Manager (MM/Admn.), WCL(HQ) – The Landed value of the order is **Rs.1,06,20,000.00**
8. IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
9. IEM, Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhabaneshwar 751015

**Indent details:**

- i. Ind/19-20/3660/00916 dt 16.01.2020 for 1 no Std height LHD with Chain conveyor bucket of Ballarpur
- ii. Ind/19-20/3660/00275 dt 02.07.2019 for 1 no Std height LHD with Chain conveyor bucket of Ballarpur

**BC Reference: Capital Budget** : FA/CAP/BC/OPM/12/49/47 dated 28.01.2020 for Rs.10,47,04,704.00

This issues with the approval of CMD, WCL

  
29/1/2020  
Chief Manager (MM) P - III

  
29/1/2020  
Chief Manager (MM) P - I

**TECHNICAL SPECIFICATION**

<b>Specification Parameter</b>	
1. DGMS approved <b>Standard Height L H D</b> , Electrico-hydraulically powered machine (Hydro-statically power Transmission arrangement is not acceptable). It should be of articulated construction to enable negotiation of sharp right angle turns in galleries without repeated maneuvering, and to operate in a mucky floor condition with a maximum gradient of 1 in 6 and cross gradient of 1 in 10. The machine should have only flame proof electricals and shall be fitted with automatic coiling type cable reeling attachment. <b>QUANTITY</b> - 2 nos. With chain conveyor type bucket / arrangement	
<b>2.A-PARAMETERS</b>	
1-Make of the LHD	SIMPLEX
2-Model of the LHD	D142/1500
3-Make of the TRANSMISSION of LHD	DANA SPICER
4-Model of the TRANSMISSION of LHD	T20000
<b>2.B-Electric Motor Details :</b>	
1-K.W. rating of Electric Motor	37 KW
2-Make of the Motor (As indicated in DGMS approval of LHD)	CGL/LHP
<b>2.C-Details of Hydraulic Pump :</b>	
1-Make of the hydraulic pump	PARKER
2-Type of the hydraulic pump	DOUBLE GEAR PUMP
3-Model No. of the hydraulic pump	PGP 300
4-Rated pressure of the pump in Kg/sq.cm (For , HF DU-68)	3500 PSI
5-Make and type of Hydraulic Fluid	HARD CASTLE HF DU68 / HFB68
<b>3.0-SCOPE OF SUPPLY :</b>	
1-Number of standard height LOAD HAUL DUMP machines complete (Chain conveyor bucket) : 2 nos.	
2-Tool Kit: 1 Set (with each LHD) As per Annexure "B"	
3-Operation & Maintenance manual :4 sets (with each LHD)	
4-Spare parts catalog : 4 sets (with each LHD)	
5-First fill of hydraulic oil, FRHF, grade HF DU-68, DGMS approved or as per DGMS CIRCULAR NO.DGMS/MECH/ TECH.CIR.(APPROVAL) NO.02 DHANBAD, dtd 13.02.2015 and other Lubricants. : Full quantity (with each LHD)	
6-Set of filter elements for 1st schedule oil replacement/ maintenance Period.	
(I) Pressure line filter (10 micron) : 1 Set (with each LHD)	
(ii) Return line filter (25 microns, 650 LPM) : 1 no (with each LHD)	
<b>4.0-TECHNICAL PARAMETERS :</b>	
<b>4.1. - Standard Height LHD</b>	
1-Height of machine: standard height	
2-Overall height with canopy: 2000 mm - 2200mm	
3-Bucket arrangement: Chain conveyor	
4-Bucket capacity: Not less than 1.5 Cu. Mtr	
5-Overall length shall not be more than	
(a) carry position : 6550 mm	
(b) bucket down (digging position) : 6900 mm	
6-Width : 1800 mm approx.	
7-Ground clearance shall not be less than : 170 mm	
8-Turning radius not to exceed	
(a) Inner : 2400 mm	
(b) Outer : 4500 mm	
9-No. of wheels (Wheel includes Rim, Lock Ring, Tyre, Tube & Flap complete in all respect): 5 Nos. (4 Nos. fitted with equipment & 1 No. spare wheel)	

*Wahman*

*[Signature]*

6