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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

REF. NO. 12000110218142

Date : 24.11.2018

SUPPLY ORDER

To
M/s. BEML Limited,
Vth Floor, Unity Building,
J.C. Road, Bangalore - 560 002.

Vendor Code: 416002
Vendor Category : Manufacturer
Fax : 0712-2249997

Dear Sir,

Sub : **Formal Order for Supply of Crawler Dozer 410 HP complete in all respects with all necessary spares and consumables for initial 4 years (1+3 years)**

- Ref : i. WCL tender enquiry no. WCL-hq-pur-yvr-ra-e036-2018-19 Opened on 16.08.2018 and Price Bid opened on /Reverse Auction held on-27.09.2018.
ii. Your offer/Bid Id Number 321388 and subsequent correspondence on portal and submission of shortfall / confirmatory documents
iii. Your letter No. BEML/MN/WCL/209/BD355/592 dt. 04.10.2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the Supply of 06 numbers of Crawler Dozer - 410 HP at the rates, following terms and conditions given and General terms and conditions of supply enclosed.

Description	Quantity (Nos.)	Unit Basic Price (Rs.)	Extended Value (Rs.)
Crawler Dozer 410 HP BEML Make Model BD355 Bull Dozer powered by BEML make engine Model BS6D170-1; (NCD / Replacement requirement); Detailed scope and technical specifications as per Annex "A" enclosed; Material Code : 11212000009	04	2,05,69,000.00	8,22,76,000.00
1A. Total Cost of spares & consumables for above 4 years period i.e. one year guarantee period followed by three years after guarantee period	04	1,82,22,532.00	7,28,90,128.00
Crawler Dozer 410 HP BEML Make Model BD355 Bull Dozer powered by BEML make engine Model BS6D170-1 (Additional requirement (PCD) Detailed scope and technical specifications as per Annex "A" enclosed; Material Code : 11212000009	02	2,05,69,000.00	4,11,38,000.00
2A. Total Cost of Spares & consumables for above for 4 years period i.e. one year guarantee period followed by three years after guarantee period	02	1,82,22,532.00	3,64,45,064.00
3. Freight charges @ Rs. 198450.00 Per Equipment for item no. 1 & 2			11,90,700.00
4. Insurance Charges @ Rs. 4120.00 Per Equipment for item no. 1 & 2			24,720.00
5. Sub-Total Cost for 6 nos Dozers with Freight and Insurance Charges (1+2+3+4)			12,46,29,420.00
6. GST @ 18% on equipment along with Freight and Insurance Charges (18% on 6)			2,24,33,295.60
7. Sub Total of 6 Nos. Of Equipments, freight, insurance and GST (6+7)			14,70,62,715.60
8. GST on Total cost of Spares and consumables for 4 years for 6 Dozers @ Rs. 3627557.16. Year-wise breakup is given under at 1A			2,17,65,342.96
9. Sub Total of spares & consumables for 4 years & GST for 6 nos Dozers (1A+2A+8)			13,11,00,534.96
Total value of order before availing ITC (7+9)			27,81,63,250.56

Total Value= Rupees Twenty Seven Crore Eighty One Lakh Sixty Three Thousands Two Hundred Fifty and Paaise Fifty Six Only.

(Signature)
WCL

(Signature)

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The break-up of total cost of spares and consumables year-wise is indicated at clause no 1A. The present applicable rate of GST on individual spares is indicated in Annexure B to E enclosed. The detailed technical specifications, scope of supply of technical requirement as per Annexure A enclosed.

TERMS & CONDITIONS :

1. **Prices:** Prices are FIRM and on FOR Destination basis inclusive of packing & forwarding charges. However, for FOR destination supply, Freight and insurance charges shall be paid extra at actual subject to maximum ceiling of @ Rs. 1,98,450.00 And Rs. 4,120.00 Per machine against production of documentary evidence. Safe arrival of the complete equipment upto destination stores shall be responsibility of the supplier.

1A. The year-wise details of cost of spares and consumables and GST applicable on them is as under:-

Year	Value of Spares (Rs.)	GST Value (Rs.)
Year-1 *	12,25,184.00	2,45,141.32
Year-2	47,38,217.00	9,49,338.56
Year-3	64,07,894.00	13,56,195.02
Year-4	58,51,237.00	10,76,882.26
Total	1,82,22,532.00	36,27,557.16

* Note: To be supplied along with the equipment.

The details of Spares and consumables to be supplied year-wise for item no. 1& 2 are as per Annexure "B", "C", "D" & "E".

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 on equipment is 18%. Input Tax Credit shall be availed by the consignee, for which you must submit GST Compliant Invoice to enable WCL to avail ITC against GST. In case of any failure on your account the penalty 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. **Delivery schedule:** Delivery to commence immediately within 3 months with minimum 3 nos and balance quantity to be supplied @ 3 nos / month thereafter, which shall be reckoned from 7th day of order date. Early supplies are acceptable. Equipment shall be supplied from BEML, KGF, Karnataka and spares shall be supplied from BEML, Chandrapur, Maharashtra.

4. **Guarantee/Warranty /Special Guarantee:** M/s BEML Ltd 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 lies only with M/s BEML although components may be supplied by different suppliers to you.
- The equipment will be warranted against any manufacturing defects / workmanship for a period of 12 months from the date of commissioning. Any defect observed on this account shall be attended to immediately. 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 M/s BEML at site, immediately at NO cost to WCL, or latest within 21 days of settlement of warranty claims. At "No cost" to WCL means, the supplier will have to bear all the expenses upto the destination site i.e. Ex-works price, Excise Duty Sales Tax, Insurance, Inland transportation charges etc as applicable to ensure free delivery of warranty replacement at WCL sites

Special GUARANTEE

[Signature]

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i) M/s BEML Ltd must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably.

ii) The complete Equipment consisting of All Assemblies/ sub-Assemblies/ components e.g. Engine, Transmission, Differential, Final Drive, Air conditioning System, AFDSS, Under Carriage, Hyd. System, Chassis/ Structure, Blade Assy., Brake System, Engine Hour Meter & Auto Electricals etc shall be covered for suitable replacement/ Repairs, free from all costs to the purchaser, during total 48 (forty eight) months from accepted date of commissioning.

M/s BEML Ltd will be required to stock spares parts to take care of entire Performance period. Spares should be available immediately for replacement against the breakdowns.

5. Performance Bank Guarantee: You have to submit the performance bank guarantee for 10% of the order value (landed cost) i.e. 2,78,16,325.00 (Rupees Two Crore Seventy Eight Lakh Sixteen Thousand Three Hundred and Twenty Five Only) valid for a period of 54 months of from the date of receipt and acceptance of materials to cover the guarantee period (1+3 years) and the same shall be released on receipt of satisfactory performance throughout the above given guarantee period. The Bank Guarantee shall be released after successful completion of guarantee/warranty period after confirmation from GM(EXCV) HOD, WCL (HQ)s. Any short fall of the performance availability, deduction shall be made as per technical specification as per Guarantee/Special Guarantee clause indicated in the order / NIT. The PBG must be submitted within 15 days from the date of receipt and acceptance of equipment. No payment shall be made without submission of performance Bank Guarantee.

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 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	ICIC000059
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.

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

6. Performance Guarantee Clause: The Supplier shall guarantee that the availability of the equipment shall be not less than 75% (seventy five per cent) during initial 48 months from accepted date of commissioning (to be calculated Annually/ for each year).

7. Inspection: Pre-despatch 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 by the consignee, at the project site, which will be arranged by the consignee on receipt of

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complete 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

8. Payment Terms:

A) For Equipment along with Spares and consumables for initial one year: 80% value of equipment and accessories and initial spares for 1st 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 and final acceptance of the equipment (along with the accessories) upon presentation of certificates from Area GM/SO(Excv) of concerned area to the effect that the equipment has been erected and commissioned to their entire satisfaction and free training imparted to the end users & performance testing at the allocated location.

B) For spares and consumables for subsequent three years after initial one year: 100% Payment for spares and consumables for 2nd to 4th year of operation shall be paid on lot basis within 21 days, after receipt and acceptance of Spares and Consumables at site by the consignee or submission of bills, whichever is later.

9. Security Deposit: Exempted being PSU.

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

AREAS	ALLOCATION	POSTAL ADDRESS OF THE CONSIGNEE
Chandrapur	Bhatadi Expr - 1 no.	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S) 442 403
BALLARPUR	SASTI EXP SCH - 1 no.	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) - 442 701
WANI	Mungoli Nirguda OCM - 2 nos; Penganga OCP - 2 nos.	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus colliery, Distt:-Chandrapur (M.S) 442 505.

11. Paying Authority: General Manager(Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001(M.S.) (for equipment with 1st year spares) & AFM of respective areas (for spares from 2nd year of operation)

12. EFT Details :-

Name of the Bank	State Bank of India
Branch & Location	Kingsway, Nagpur
Account Number	11172255258
Nature of Account	Current Account
IFSC CODE of the Branch	SBIN0000432

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 and Risk Purchase clause:

In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division

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- b. To purchase from elsewhere, after due notice to the successful tenderer, 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 consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To forfeit security deposit in full or part.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, 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 for equipment & 100% payment for Spares:

For claiming 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)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). Warranty / Guarantee certificate, if applicable.
- v). Manufacturers test certificate, if applicable.
- vi). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vii). Any other document as specified in the Order.

b. For claiming 20% payment of equipment:

- i) Pre-receipted and stamped GST Compliant Invoice for 20%
- ii) Commissioning Certificate from Area GM/SO(Excv)/ or his authorized representative of concerned area.
- iii) Any other document as specified 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.

"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.

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M. D. A. K. S.

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The name of the IEM 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 751022

19. Arbitration Clause : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall be referred by either party for arbitration to the sole arbitrator in the department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the department of the Public Enterprises. The arbitration and conciliation act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

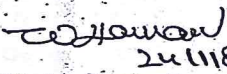
20. Price Certificate: As undertaken by you in your offer that you have not supplied / are not supplying similar product systems or sub-systems at a price lower than that ordered price in respect of any other ministry/department of the Govt. of India or a PSU and if it is found at any stage that similar 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.

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


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


(C. R. Samantray)
Chief Manager (MM)

Enclosures: -

- Annexure-A** : Detailed technical Specification for Crawler Dozer BD355 - Total : 47 pages
Annexure-B : List of INITIAL SPARES required for first year of operation - Total : 01 Page
Annexure-C : List of SPARES & consumables required for Second Year of operation - Total : 07 Pages
Annexure-D : List of SPARES & consumables required for Third Year of operation - Total : 07 Pages
Annexure-E : List of SPARES & consumables required for Forth Year of operation - Total : 04 pages
Annexure-F : Standard & Special Tools - Total : 03 pages
Annexure-G : Erection Chart : Total : 01 Page
Annexure-H : Oil and Lubricant chart Total : 01 Page
Annexure-I : Preventive & Periodical maintenance schedule Total : 01 Page
Annexure-J : General Terms & Conditions Total : 08 Page
Annexure-K : PBG format Total : 01 Page.

Copy to :

1. GM(Excv)HOD, WCL(HQ), Nagpur
2. AGM / SO(Excv) / SO(MM) / AFM / Depot Officer, WCL, Ballarpur/Chandrapur/Wani Areas.
3. GM(CP) / GM(Fin.), WCL Hq., Nagpur
4. GM(P&P), WCL(HQ), Nagpur


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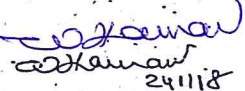
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5. TS to DT(P&P), WCL, Nagpur
6. RD, CMPDIL, RI IV, Nagpur
7. Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022
8. GM(MM), SECL, MCL, CCL, BCCL, ECL, NGL
9. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta mansion, 4th floor, KG Road, Bangalore
10. 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.
11. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 27,81,63,250.56.
12. M/s BEML-Limited, 33 Cement Road, Shivaji Nagar, Nagpur -440010

Indent details: Indent No 1466 dt 22.10.2018

BC Reference : Capital : FA/WCL/CAP/BC/HEMM/297 dt 16.11.2018 for Rs. 1558.86 lakhs
1st year spares: BC/WCL/Rev/GM/(Excv)/2019-20/HEMM(Spares)/ 9/09/170 dt 22.11.2018 for Rs. 85.315 lakhs. **(To be capitalized, being 1st year spares):** to be supplied along with the equipment
Revenue: 2nd year spares: BC/WCL/Rev/GM/(Excv)/2020-21/HEMM(Spares)/ 9/9/170 dt 22.11.18 for Rs.372.405 lakhs
3rd year spares BC/WCL/Rev/GM/(Excv)/21-22/HEMM(Spares)/9/09/170 dt 22.11.18 for Rs.454.005 lakhs.
4th year spares BC/WCL/Rev/GM/(Excv)/2022-23/HEMM(Spares)/9/09/170 dt 22.11.18 for Rs.311.82 lakhs

This issues with the approval of Board of Directors, WCL (in their 305th meeting held on 29.10.2018) as per resolution circulated by Company Secretary vide reference no WCL/BD/Sectt/BM-305/2018/663 dt 06.11.2018


24/11/18
Sr. Manager (MM)


24/11/18
Chief Manager (MM)

Detailed Technical Specification for Crawler Dozer 410 HP

1. SCHEDULE OF REQUIREMENT

Sl. No.	Item description	Requirement	NCD / PCD
1	Crawler Dozer 410 HP complete in all respects with all necessary spares & consumables for initial 4 years (1+3 years)	04 nos	Replacement/ NCD
2	Crawler Dozer 410 HP complete in all respects with all necessary spares & consumables for initial 4 years (1+3 years)	02 nos	Additional / PCD

2. Technical specification:

Introduction:

These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this Tender.

The Technical Specifications are presented in three parts, as follows:

- A. Scope of Supply**
- B. General Requirements**
 - 1) Geography and Climatic Conditions
 - 2) Goods (Equipment and Machinery)
 - 3) Standards
 - 4) Supplier's Responsibility
 - 5) After Sales Service & Spares Parts supplied.
 - 6) Composite Warranty / Guarantee
 - 7) Performance Guarantee
 - 8) Quality Assurance
- C. Equipment Specifications**

Conformity with specification: The equipment to be provided shall conform with the requirements defined in these parts.

The order for the specifications shall prevail as follows:-

Part A - followed by Part B - followed by Part C

PART - A

A. Scope of Supply

A.1 Equipment Package: You are required to provide a complete package of Equipment for the supply of **CRAWLER DOZER 410 HP**, Accessories, Spare Parts, Consumables for **48 months operation** with Installation, Testing & Commissioning and necessary Training, at coal mining projects of WCL, Nagpur.

WCL shall make arrangements for the storage of Goods and Supplier's plant, tools etc. at project/site within the site(s) boundaries as may reasonably be required by the Supplier for the purposes of erection & commissioning of the Equipment, pending acceptance, at no cost to the supplier

A.2 Supplementary items: All Spares, for Operational, Maintenance and standby/ contingency, Filters, O-rings/Gaskets etc, pertaining to all the systems of Equipment (including standard Engine filters etc) and Consumables including Battery, Auto Electricals, Ground Engaging Tools & Wear Materials eg Under carriage, Blade, Cutting Edges & End bits etc (herein after collectively referred to as "Spare Parts and Consumables" unless the context specifies otherwise) The Consumables for operation shall not include Diesel/ Fuel, Oils & Lubricants (POL).

(I) Items to be supplied, along with each Equipment:-

a. **Spare Parts and Consumables, required for initial 12 Months operation.**

Signature
24/11/18

Signature