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WESTERN COALFIELDS LIMITED
(A SUBSISIARY 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: 12000110219124

Date : 26.09.2019

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 320HP Dozers (235 kW to 250 kW) including necessary spares and consumables for 4 years (1+3 years)**

Ref : (i) WCL tender enquiry no. WCL-hq-pur-yvr-ra-e019-2019-20 (Tender id_ no 2019_WCL_1376921) opened on 10.06.2019 and Price Bid opened on / Reverse Auction held on 22.07.2019.

(ii) Your offer/Bid_Id Number 409848 and subsequent correspondence on portal and submission of shortfall / confirmatory documents

(iii) Your letter No. BEML/MN/209/WCL/BD155/415 dt. 24.07.2019

(iv) Your letter No. BEML/MN/209/WCL/BD155/430 dt. 25.07.2019

(v) Your letter No. BEML/MN/209/WCL/BD155/487 dt. 08.08.2019

This has reference to above. We are pleased to place FORMAL ORDER on you for the Supply of 21 Nos. of Crawler Dozer - 320 HP (235 kW to 250 kW), (NCD / Replacement requirement), at the rates, following terms and conditions given and General terms and conditions of supply enclosed.

Description	Quantity (Nos.)	Unit FOR Destination Price (Rs.)	Extended Value (Rs.)
1. Crawler Dozer 320 HP (235 kW to 250 kW) BEML Make Model BD155 Bull Dozer powered by BEML make engine Model BS6D170-1 with guaranteed availability for 4 years period from the date of successful commissioning (NCD / Replacement requirement) Detailed Scope and technical specifications as per Annex "A" enclosed; Material Code: 1121300003	21	1,73,25,481.00	36,38,35,101.00
GST @ 18%			6,54,90,318.18
Sub Total of FOR Destination price of 21 nos of Equipments and GST @ 18%			42,93,25,419.18
Total cost of spares & consumables for 1+3 years, for 21 Dozers @ Rs. 1,38,95,897.00 per Dozer			29,18,13,837.00
GST on spares and consumables as quoted by the firm for 21 Dozers (as per individual rate confirmed by BEML) @ Rs.28,15,301.86			5,91,21,339.06
Sub Total of Spares and consumables for 4 years and GST for 21 Dozers			35,09,35,176.06
Total value before availing ITC			78,02,60,595.24

Total Value: Rs.78,02,60,595.24 (Rupees Seventy eight crores two lakhs sixty thousand five hundred ninety five and twenty four paisa only).

The break-up of total cost of spares and consumables year-wise (1 + 3 years) is indicated at clause no 1A. The present applicable rate of GST on individual spares is indicated in Annexure - B,C,D & E enclosed.

The detailed technical specifications, scope of supply of technical requirement as per Annexure A enclosed.

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W. Hanuman

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TERMS & CONDITIONS :

1. Prices : Prices are FIRM and on FOR Destination basis inclusive of packing & forwarding, Freight and insurance charges upto destination. 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. / Dozer	GST Value Rs. / Dozer
Year-1*	7,73,961.00	1,70,074.98
Year-2	28,49,006.00	5,49,350.48
Year-3	57,98,059.00	12,57,272.72
Year-4	44,74,871.00	8,38,603.68
Total	1,38,95,897.00	28,15,301.86

* Note: To be supplied along with the equipment

The details of Spares and consumables to be supplied year-wise for Dozers are as per Annexure "B", "C", "D" & "E".

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%. 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. 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 8 nos and balance quantity to be supplied @ 8 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 of 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

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Special GUARANTEE:

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 as per the format at Annexure "K", for 10% of the order value (landed cost) i.e. Rs. **7,80,26,060.00** (Rupees Seven crores eighty lakhs twenty six thousand and sixty 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	ICICI000059
7037	WCL556096497

The original bank guarantee issued by issuing bank shall be sent by the issuing bank to " General 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).

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7. **Inspection:** Pre-despatch Inspection shall be carried out by CM(Excv), CIL, Bangalore / representative of GM(Excv)I/C, WCL Hqrs Nagpur 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 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 all ocated 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

Project & Qty	Area	POSTAL ADDRESS OF THE CONSIGNEE
Ukni Deep sch - 2 nos; Ghonsa - 1 no	Wani North	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO: UKNI, Tahsil: WANI, Dist : Yavatmal (MS)Pin : 445 304
Gauri I & II Exp - 1 no; Gauri Deep - 1 no	Ballarpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701
Durgapur Exp Deep - 5 nos; Padmapur Extn Deep - 2 nos; Bhatadi Exp - 1 no	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S) Pin: - 442 403
Mungoli Nirguda Amalg - 2 nos; Neeljai Exp deep Sch - 2 nos	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus colliery, Distt:-Chandrapur (M.S) Pin: - 442 505
N. Majri 1 & II - A Expn - 1 no	Majri	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
Umrer Expn - 3 nos	Umrer	The Depot Officer, Regional Stores, Western Coalfields Limited, PO: Umrer Project, Dist. Nagpur (M.S.)Pin:441 204
TOTAL : 21 nos		

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.

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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
- 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.

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.

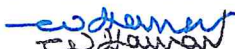
- i) Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii) Consignment note / RR/ LR in original, if applicable.
- iv) 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. Price certificate and Price fall clause certificate
- 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.





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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. **Price Certificate:** You have to submit the following certificate along with the bills:

"Certified that we 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 we 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, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

18. **Risk Purchase Clause:** In the event you fail to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to you at your risk and cost. In the event of your failure as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

19. **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)

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 IEM for this tender are:

Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

21. **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.

22. **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

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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:

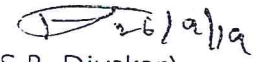
Failure in submission of aforesaid certificate by the contract holder, may result in with holding of the payment of their bills against supply.

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


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


(K.S.R. Divakar)
Chief Manager (MM)

Enclosures: -

- Annexure-A : Detailed technical Specification for Crawler Dozer BD155
- Annexure-B : List of INITIAL SPARES required for first year of operation
- Annexure-C : List of SPARES & consumables required for Second Year of operation
- Annexure-D : List of SPARES & consumables required for Third Year of operation
- Annexure-E : List of SPARES & consumables required for Forth Year of operation
- Annexure-F : Standard & Special Tools
- Annexure-G : Erection Chart
- Annexure-H : Oil and Lubricant chart
- Annexure-I : Preventive & Periodical maintenance schedule
- Annexure-J : General Terms & Conditions
- Annexure-K : PBG format
- Annexure-L : Major bought out items

Copy to :

1. GM(Excv)HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Ballarpur/Chandrapur/Wani/Wani North/Majri/Umrer/Nagpur
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. Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022
8. GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL
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.78,02,60,595.24.
12. M/s BEML Limited, 33 Cement Road, Shivaji Nagar, Nagpur -440010

Indent details: Indent No 1474 dt 10.07.2019

BC Reference : Capital : FA/WCL/CAP/BC/HEMM/12/06/32 dt 25.09.2019 for Rs.4491.501 lakhs

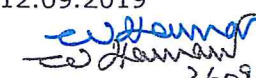
Revenue:

2nd year spares: BC/WCL/Rev/GM/(Excv)/20-21/HEMM(Spares)/9/03/25 dt 25.09.19 for Rs. 713.65 lakhs

3rd year spares: BC/WCL/Rev/GM/(Excv)/21-22/HEMM(Spares)/9/03/25 dt 25.09.19 for Rs.1481.62 lakhs

4th year spares: BC/WCL/Rev/GM/(Excv)/22-23/HEMM(Spares)/9/03/25 dt 25.09.19 for Rs.1115.83 lakhs

This issues with the approval of Board of Directors, WCL (in their 314th meeting held on 31.08.2018) as per resolution circulated by Company Secretary vide reference no WCL/BD/Seckt/BM-314/2019/853 dt 12.09.2019


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


(K.S.R. Divakar)
Chief Manager (MM)

