



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 : 0712-25 10284

Supply Order No. 12000110318132

Date: 06.11.2018

**SUPPLY ORDER**

To

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

Vendor Code: 416002  
Vendor Category: Manufacturer  
Fax : 0712-224 9997

Dear Sir,

Sub: **Formal Order for supply of Hyd Excavators of 1.5-2.0 cu.mtr capacity**

Ref: WCL's Tender enquiry no WCL-hq-pur-yvr-ra- e031-2018-19 opened on 06.08.2018 (tender id 2018\_WCL\_107764 \_1); Price bid / Reverse Auction held on 28.09.2018

Your offer / Bid\_id number 319172

Your letter no BEML/MN/209/ WCL/ BE300LC/587 dt 03.10.2018

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of 9 nos of Hyd Excavators of 1.5-2.0 cu.mtr capacity on 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.
Diesel Powered Hydraulic Excavator with min. 1.5 cu.mtr - 2.0 cu.mtr back-hoe bucket including all necessary filters & O-rings required for first 3000 working hours, Model BE300LC powered by BEML Make Engine model BS6D125-1; (Replacement requirement, NCD) Detailed technical specifications as per Annex "A" enclosed	7	72,46,000.00	5,07,22,000.00
Diesel Powered Hydraulic Excavator with min. 1.5 cu.mtr - 2.0 cu.mtr back-hoe bucket including all necessary filters & O-rings required for first 3000 working, Model BE300LC powered by BEML Make Engine model BS6D125-1; hours (Additional requirement, PCD) Detailed technical specifications as per Annex "A" enclosed	2	72,46,000.00	1,44,92,000.00
Freight charges @ Rs.1,20,000.00 per equipment			10,80,000.00
Insurance charges @ Rs.1456.00 per equipment			13,104.00
FOR Destination price for 9 equipments			6,63,07,104.00
GST @ 18% on FOR destination price			1,19,35,278.70
Total value before availing ITC			<b>7,82,42,382.70</b>

**Total Value: Rs.7,82,42,382.70** (Rupees Seven crores eighty two lakhs forty two thousand three hundred eighty two and seventy paise only).

**Terms and conditions :**

- Prices:** The prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding. However, for FOR destination supply, freight and insurance charges shall be paid extra at actuals subject maximum ceiling of @ Rs.1,20,00.00 (Rupees one lakh twenty thousand only) and Rs.1,456.00 (Rupees one thousand four hundred and fifty six only) per machine against documentary evidence. Safe arrival of the complete equipment upto destination stores shall be responsibility of the supplier.
- 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 18%. Input Tax Credit shall be availed by the consignee, for which you must submit GST Complaint 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.
- Security Deposit:** Exempted being PSU
- Guarantee / Warranty / Special Guarantee:** (Also refer clause B.6 of Annexure "A") 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 and in no case beyond a period of 21 days.

*WCL*

*[Signature]*

Received  
original  
1/11/18

Supply Order no 12000110318132 dt 06.11.2018

Special Guarantees: The following guarantee will apply for the different components -

The following guarantee will apply for the different components from accepted date of commissioning.

Complete Engine system - 24 months or 6500 hrs (whichever is earlier)

In case of failure of engine system within 6500 hours, the failed components of the engine system shall have to be replaced / repaired depending on the merit of the case free of cost by the supplier. In case of failure of engine system beyond 6500 hours, the system will have to be replaced on pro-rata payment basis taking the life of the engine system as 7550 working hours.

Hydraulic System viz. Pumps, Motors & Cylinders- 24 months or 6500 Hrs (whichever is earlier).

5. Performance Bank Guarantee: You have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. **Rs.78,24,239.00** (Rupees Seventy eight lakhs twenty four thousand two hundred and thirty nine only) valid for a period of 21 months of 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 shall be released after successful completion of the guarantee/warranty period after confirmation from GM(EXCV)HOD, WCL(HQ)s. Any short fall of 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 the 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 n: +91-9923202096

BG advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI0000059
7037	WCL556096497

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.

6. Performance Guarantee Clause: The supplier shall guarantee that the availability of the equipment shall not be less than **85% (Eighty five Percent)** for a period of 12 months from the date of commissioning.

7. Inspection: Pre dispatch inspection shall be carried out by CM(Excv), CIL, Bangalore / representative of GM(Excv) I/C, WCL Hqs or any other agency appointed by WCL and Final inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

8. Payment Terms: (i) 80% of Invoice value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by

*W. Hanan*

*[Signature]*

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

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR - 440 00 1.  
HONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-25 10284

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- Security Deposit:** Exempted being PSU
- Guarantee / Warranty / Special Guarantee:** (Also refer clause B.6 of Annexure "A")-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 and in no case beyond a period of 21 days.

*(Signature)*  
WCL

*(Signature)*

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Hydraulic System viz. Pumps, Motors & Cylinders– 24 months or 6500 Hrs (whichever is earlier).

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BG advising message – 760COV / 767 COV via SFMS

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7. Inspection: Pre dispatch 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 at the destination stores, which will be arranged by the consignee on receipt of stores.

8. Payment Terms: (i) 80% of Invoice value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by

*Signature*  
WCL

*Signature*

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Supply Order no 12000110318132 dt 06.11.2018

the consignee against submission of confirmed PBG or from the date of submission of bills, whichever is later.

(ii) Balance 20% of the Invoice value payment shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/Staff Officer (Excv) of the respective area to the effect that the equipment has been erected and commissioned to their entire satisfaction as well as free training to the end users and performance testing at the allocated location.

9. **Delivery:** Delivery to commence immediately with minimum four machines within four months and further supplies to be made @ 4 (four) machines / month or earlier. Delivery period shall be reckoned from 7<sup>th</sup> day of the order date.

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

Qty	Area	POSTAL ADDRESS OF THE CONSIGNEE
Ukni deep.OCM - 2 nos (R); Kolarpimpri Extn OCM -1 no (R)	Wani North (3 nos)	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North area, PO: Ukni - Dist:Wanaraj (M.S.)Pin:445 304
Gauri (I & II merger) Exp. OCM - 1 no (R); Gauri deep OCM - 1 no (A)	Ballarpur (2 nos)	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701
Durgapur Exp deep OCM - 1 no (R); HLP Expn OCM - 1 no (R)	Chandrapur (2 nos)	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S) Pin: - 442 403
New Majri Sec 1A & 2 A ex OCM - 1 no (R)	Majri area (1 no)	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
Penganga - 1 no (A)	Wani area (1 no)	The Depot Officer, Regional Stores, Western Coalfields Limited, PO: Ghugus Dist. Chandrapur (M.S.)Pin:442 505

**Note :** (A) - Additional Requirement / PCD ; (R) - Replacement requirement (NCD)

11. **Paying Authority:** General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001.

12. **EFT Details (as confirmed in your offer):-**

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

13. **Mode of dispatch:** All the stores securely 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 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

*Signature*

*Signature*

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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 laws / rules
- ii) Packing list in original list giving details of bill of materials, if applicable.
- iii) Consignment note / RR/ LR in original.
- iv) Warranty / Guarantee and Special 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) Performance Bank Guarantee clause as per terms of the order
- viii) Any other document indicated elsewhere in the order & Technical specifications

b. **For Claiming 20% payment**, the following documents are to be submitted

- (i) Pre-receipted and stamped bill for 20% payment.
- (ii) Commissioning Certificate from the respective Area Manager / Staff Officer (Excv)

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 delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the cause to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist

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.

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

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

*Signature*  
*Signature*

*Signature*  
*Signature*

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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: You shall undertake 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.

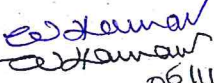
You will furnish the following certificate to the Consignee / Paying authority along with the bills:

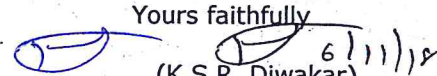
"I/We certify that I/We have not supplied / are not supplying similar product / systems or sub systems at a price lower than that ordered price in respect of any other Ministry / Department of the Government of India or PSU"

Failure in submission of aforesaid certificate by the contract holder, may result in withholding 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.

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

Yours faithfully  
  
(K.S.R. Diwakar)  
Chief Manager(MM)

**Enclosures: -**

- Annexure-A : Detailed technical Specification for Hydraulic Excavators BE300LC
- Annexure-B : List of Standard Tools
- Annexure-C : Filters, "O" Rings, tooth points including Standard engine filters for initial 3000 hours of operations
- Annexure-D : Major bought out items
- Annexure-E : Erection chart
- Annexure-F : Oil and Lubricant chart
- Annexure-G : Preventive & Periodical maintenance schedule
- Annexure-H : General Terms & Conditions
- Annexure-I : PBG format

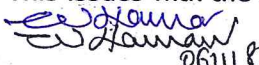
**Copy to :**

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Chandrapur / Wani / Wani North/Ballarpur / Majri Areas
3. GM(CP)/ GM(Fin.) , WCL Hq., Nagpur
4. GM(P&P), WCL(HQ), Nagpur
5. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL
6. RD, CMPDIL, RI IV, Nagpur
7. TS to DT(P&P), WCL, Nagpur
8. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 10,30,10,884.80
9. 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
10. M/s BEML Ltd., 33, Cement Road, Shivaji Nagar, Nagpur 440 010
11. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4<sup>th</sup> floor, KG Road, Bangalore
12. 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 Bangal.

Indent details: Indent No. 1442 dated 11.11.2017 against approved Shopping List of HEMM for the FY 16-17 and to procured against Budget of FY 17-18

BC Reference: FA/WCL/CAP/BC/HEMM/287 dated 02.11.2018 for Rs.7,82,42,382.70

This issues with the approval of CMD, WCL

  
Sr. Manager (MM)

  
Chief Manager(MM)

**Detailed technical Specification for Hyd Excavators of 1.5-2.0 cu.mtr capacity**

1. Schedule of requirement: Diesel Powered Hydraulic Excavator with min. 1.5 cu.mtr - 2.0 cu.mtr back-hoe bucket with all initial spares of 3000 working hours, Model BE300LC powered by BEML make Engine model BS6D125-1: 9 nos (7 nos replacement and 2 nos Additional requirement)

**Technical Specifications of the equipment**

**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 as follows

**A. Scope of Supply:**

- i. General Requirements
- ii. Spare Parts Provisions.
- iii. Composite Warranty / Guarantee.
- iv. Performance Guarantee
- v. Quality Assurance.

**B. Equipment Specifications**

**Conformity with specification:**

The equipment to be provided shall conform with the requirements defined in these parts. Where stated requirements conflict, the order in which the specifications shall prevail is as follows.

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

**A. Scope of Supply.**

**A.1 Supplementary Items**

- i. The equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the equipment.
- ii. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.
- iii. All Filters and O-rings including standard Engine filters required for first 3000 working hours.

**A.2 Information & Drawings**

Before the scheduled installation date, the supplier shall provide (for each machine) :-

- (a) One suitable illustrated copy of operating, repair, and Maintenance Manuals for the equipment written in the English language, substantially bound in book form.
- (b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, equipment and accessories substantially bound in book form.

You shall also submit the data identified in the specifications for each item of Equipment proposed. In addition to the Equipment drawings requested, where appropriate you shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations, etc.

**A.3 Erection/ Assembly, commissioning and Performance Testing :**

You shall provide the service of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, equipment and accessories supplied.

The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the equipment.

*Signature*  
*E. H. H. H.*

*Signature*