



M/F

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. 12000110319197

DT: 21.12.2019

SUPPLY ORDER

To,
M/s BEML Limited
Vth Floor, Unity Building,
J C Road, Bangalore - 560002

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

Dear Sir,

Sub : **Formal Order for Supply of HYDRAULIC EXCAVATOR - 1.5 Cu.mtr to 2.0 Cu.mtr.**

Ref : 1. WCL's Tender Enquiry no. WCL-hq-pur-yvr-ra-e024-2019-20 (Tender_id: 2019_WCL_138108_1) opened on 22.06.2019 and Price Bid /Reverse Auction held on 16.09.2019.

2. Your offer/Bid-Id Number 411595 and subsequent correspondence on portal and submission of shortfall / confirmatory documents
3. Your letter No. BEML/MN/209/WCL/BE300LC/652 dated 03.10.2019
4. Your letter No. BEML/MN/209/WCL/BE300LC/676 dated 11.10.2019.

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of 07 nos of Hydraulic Excavators of 1.5 Cu.mtr to 2.0 Cu.mtr. at the rate, following terms and conditions stipulated given and General Terms and conditions of Supply enclosed:

Description	Quantity (Nos.)	FOR Destination Price (Rs.)	Extended Value (Rs.)
BEML make Model BE300LC, 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 3000 working hours, powered by BEML diesel Engine Model BS6D125-1: (Replacement requirement, NCD) Detailed technical specification as per Annexure "A" enclosed.	5 Nos.	77,00,000.00	3,85,00,000.00
BEML make Model BE300LC 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 3000 working hours, Powered by BEML diesel Engine Model BS6D125-1: (Additional requirement, PCN) Detailed technical specification as per Annexure "A" enclosed.	2 Nos.	77,00,000.00	1,54,00,000.00
FOR Destination Price for 7 Equipments			5,39,00,000.00
GST @ 18% on FOR Destination Price for 7 equipments			97,02,000.00
Total Value of the order			6,36,02,000.00

Total Value of the order: **Rs. 6,36,02,000.00** (Rupees Six Crore Thirty-Six Lakhs & Two Thousand Only)

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

Terms and Conditions:

1. Price: The Prices are FIRM on FOR Destination basis inclusive of packing & forwarding, Freight and transit insurance charges upto destination. Safe arrival of the consignment at destination shall be your responsibility. Supply of Equipment will be made from BEML Ltd, KGF, Karnataka.

Signature *Signature*

Signature
Signature

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 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. The present rate of GST applicable on individual items of spares is as per Annex B, enclosed.

3. **Delivery:** The delivery shall be commencing immediately or within four months (minimum four machines) and further supplies @ 4 machines / month or earlier, which shall be reckoned from 7th day of the order date. Early supplies are acceptable.

4. **Guarantee / Warranty / Special Guarantee:** (Also refer B.6 of Annexure "A"): You shall guarantee that the equipment supplied is

a. In accordance with the contract specifications.

b. 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 has only with the equipments bidder although components may be supplied by different suppliers to you.

Special Guarantee:

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

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

In case of failure of engine system within 6500 hrs. the failed components of the engine system shall have to be replaced/repared depending on the merit of the case free of cost by the supplier.

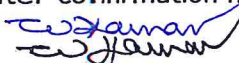
In case of failure of engine system beyond 6500 hrs. the system will have to be replaced on pro-rata payment basis taking the life of the engine system as 7550 working hours.

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

5. **Performance Guarantee:** - In accordance with the provisions of clauses B.7.2.2 and B.7.3.2 of the Technical Specifications, the Supplier shall guarantee that the availability of the equipment shall be not less than 85 % (Eighty five percent) for a period of 12 months from the accepted date of commissioning. PBG (as indicated at relevant clause) must be valid for a period of 18 months of from the date of receipt and acceptance of materials (of the last consignment against the subject order) 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 or extended as deemed fit. Any short fall of performance availability, deduction shall be made as per technical specification. 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 PBG.

6. **Performance Bank Guarantee:**

You have to submit performance bank guarantee for 10% of the order value (landed cost) of equipment and consumables i.e. for Rs. **Rs. 63,60,200.00** (Rupees Sixty Three Lakh Sixty Thousand and Two Hundred Only) (BG for each machine can be submitted separately) valid for a period of 18 months of from the date of receipt and acceptance of EQUIPMENT to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. The PBG extension if any shall be done on or before expiry of original date of expiry of bank guarantee. The Bank Guarantee shall be released after successful completion of the guarantee/warranty and Performance Guarantee period after confirmation from GM(Excv) HOD, WCL(HQ).





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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.

7. Inspection:

a. **Pre-despatch 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 at the destination stores, which will be arranged by the consignee on receipt of 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.

b. **Final Inspection:** Final inspection shall be carried out at the consignee stores

8. **Payment Terms:** 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.

9. **Security Deposit:** Exempted being PSU.

10. **Consignee & Allocation:- GSTIN no 27AAACW1578L1ZW (for areas in Maharashtra State)**

Qty	Project allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
2 nos	Neeljai Exp Deep - 1 no (R) Mungoli Nirguda - 1No (R)	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani area, PO: Ghugus Colliery, Dist. Chandrapur (M.S.)
2 nos	Pauni II Exp OCM -2 nos (A)	Ballarpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701
1 no	Gokul OCM (R)	Umrer	The Depot Officer, Regional Stores, Western Coalfields Limited, Umrer Area,

W. D. Dhaman

W. D. Dhaman

[Signature]

[Signature]

Supply Order no 12000110319197 dt 21.12.2019 for supply of Hyd. Excavator; M/s BEML Ltd .

			PO: Umrer project, Distt:-Chandrapur (M.S) 441204
1 no	New Majri Sec I A (B&C) (R)	Majri	The Depot Officer, Regional Stores, Western Coalfields Limited, Majri Area, PO : Shivaji Nagar, Distt:-Chandrapur (M.S) Pin: - 442 603
1no	Junad Ext - 1 no (R)	Wani North	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO : Ukni, Distt:- Yavatmal (M.S) Pin: - 445 304

(A) : Additional Requirement ; (R) : Replacement requirement

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 clause 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 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, if applicable. (Invoice should be strictly as per GST rule 2017), if applicable.

(iii) Consignment note / RR/ LR in original.

(iv) Warranty / Guarantee certificate, if applicable.

(v) Manufacturer's test certificate, if applicable.

Signature

Signature

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(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

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 General Manager / Staff Officer (Excv) of 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. Price Certificate: You have to submit the following certificate along with the bills:

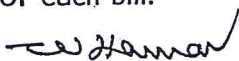
"Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department 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.









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"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

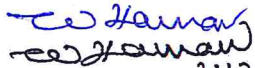
21. Arbitration Clause : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall be referred by either party for arbitration to the sole arbitrator in the department of Public Enterprises to be nominated 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.

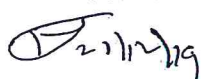
22. Price Fall clause: As undertaken by you in your offer that you have not supplied / are not supplying similar product systems or sub systems at a price lower than that ordered price in respect of any other ministry/department of the Govt. of India or a PSU and if it is found at any stage that similar product / Systems/ Sub -systems was supply by you to any other Ministry / Department of the Government of 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.


21/12/19
(Dr. Y. Venkata Ramana)
Chief Manager (MM) P - III

Yours faithfully

(K.S.R. Divakar)
Chief Manager (MM) P-I

Enclosures: -

Annexure-A: Scope of supply and Technical specifications_

Annexure B: List of Standard Tools

Annexure-C: List of Filters, "O" Rings, tooth points including Standard engine filters for initial 3000 Hours of operation

Annexure-D: Major Bought out items list

Annexure-E: Oil and Lubricant chart

Annexure-F: Erection chart

Annexure-G: Preventive & Periodic Maintenance Schedule

Annexure-H: PBG format

Supply Order no 12000110319197 dt 21.12.2019 for supply of Hyd. Excavator; M/s BEMML Ltd

Annexure-I: General Terms & Conditions


Copy to:

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. AGM / SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Wani/ Ballarpur/ Umrer/ Majri/ Wani North
3. GM(CP)/ GM(Fin.) I/c -1 / GM(Fin) I/c-II/ GM(P&P), WCL Hq., Nagpur
4. RD, CMPDIL, RI IV, Nagpur
5. GM(MM), CIL, SECL, MCL, CCL, BCCL, ECL, NCL
6. TS to DT(P&P), WCL, Nagpur
7. Sr. Manager (MM/Admn.), WCL(HQ) – The Landed value of the order is Rs. **6,36,02,000.00.**
8. IEM, Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
9. IEM, Shri A.K.Mohapatra, Qrs no B-5/9, Unit – 9, Bhoi Nagar, Bhubaneswar 751022
11. 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. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4th floor, KG Road, Bangalore

This is issued with the approval of CMD, WCL,

Indent details: Indent No. 1475 dated 14.08.2019.

Budget Reference: **Capital budget:** FA/WCL/CAP/BC/HEMM/12/09/33 dated 20.12.2019 for Rs.636.02 lakhs


21/12/19
Chief Manager (MM) P - III


21/12/19
Chief Manager (MM) P-I

ANNEXURE "A"

Detailed Technical Specifications of 1.5 cu.mtr – 2.0 cu.mtr Hyd. Excv.

1. Schedule of requirement: Diesel Powered Hydraulic Excavators with Min (1.5 cu.mtr – 2.0 cu.mtr) Back hoe bucket with initial spares of 3000 working hours: 7 nos (2 nos additional and 5 nos replacement)

2. Technical Specifications of the equipment

Introduction: These Technical Specifications identify the technical requirements of the Goods and Services which are the subject of this Domestic 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 to 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

PART – A

A. Scope of Supply.

A.1 Equipment Package : You are required to provide a complete package of Equipment for the supply of 1.5 cu.mtr – 2.0 cu.mtr Hyd. Excv., with initial spares of 3000 working hours.

A.2 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.3 Information & Drawings

Before the scheduled installation date, the you 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.4 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.

A-5 Training: You shall also be responsible for the provision and delivery content of any suitable training programmes necessary for operation and maintenance of the equipment.

Signature

Signature 21/12/19.