



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

MF

Supply Order No. 12000111119086

DT : 20.08.2019

SUPPLY ORDER

To

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

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

Dear Sir,

Sub : **Formal Order for Supply of Water Sprinklers (28KL)**

- Ref : i. WCL's Tender enquiry no WCL-hq-pur-yvr-ra-e026-2019-20 opened on 03.06.2019
(Tender ID: 2019_WCL_137534_1); Price bid / Reverse Auction held on 04.07.19
ii. Your offer Bid id number 408024 and subsequent correspondence on the portal
iii. Your letter no BEML/MN/WCL/209/WS28-2/334 dt 05.07.2019
iv. Your letter no BEML/MN/WCL/209/WS28-2/350 dt 09.07.2019

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of supply of 9 nos of 28KL Water Sprinklers on the rates, following terms and conditions given.

Description	Qty	Unit basic rate (Rs.)	Extended value (Rs.)
Water Sprinklers 28KL including necessary Filters and O-Rings for initial 3,000 working Hours, Model WS-28-2 powered by BEML Make Engine model BS6D140-1 and Technical specifications as enclosed at Annexures (Additional Requirement)	4	1,34,96,000.00	5,39,84,000.00
Freight & Insurance charges			Inclusive
GST @ 18%			97,17,120.00
Total value of order			6,37,01,120.00

Total Value: Rs. 6,37,01,120.00 (Six crores thirty seven lakhs one thousand one hundred & twenty only).

Terms and conditions :

- Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing, forwarding, freight & insurance charges upto destination.
- 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.
- Security Deposit:** Exempted being PSU
- Guarantee / Warranty:** The equipment will be warranted against any manufacturing defects/ workmanship for a period of 12 months from date of commissioning from the date of commissioning. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub - assemblies, details given in technical specifications and Special Guarantee clause of order may be referred to.

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5. Performance Bank Guarantee: You have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. Rs. **63,70,112.00** valid for a period of 21 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.

Note: You should submit the Bank Guarantee (for Security Deposit / PBG) in paper form as well as SFMS (Structured Financial Messaging system) mode. The beneficiary bank details are:

Name of the beneficiary : Western Coalfields Limited, Hq

Customer id: 556096497;

Current Account number; 005905018053;

Bank: ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur (IFSC code : ICIC 000059);

Branch Manager: Mr Hrushikesh Sakalkale, Ph no 9923202096

6. Inspection: Final Inspection shall be carried by the Consignee at Site. However, WCL reserves its right to get the Equipment inspected before despatch by CM(Excv) CIL, Bangalore or the representative of GM(Excv) HOD, WCL Hqrs or any other agency appointed by WCL. In case it is decided to carry out pre despatch inspection by CIL / WCL's representative then equipment has to be delivered at Consignee project within 15 days or earlier from the date of inspection and clearance by CIL / WCL's representative.

7. Payment Terms:

(i) 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.

(ii) 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.

8. Delivery: Delivery to commence immediately and to be completed within four months from the date of placement of order, to be reckoned from 7th day of order.

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

Project and Qty	Area	POSTAL ADDRESS OF THE CONSIGNEE
Kolarpimpri - 1 no	Wani North	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani North Area, PO : Ukni, Distt:- Yavatmal (M.S) Pin: - 445 304
Naigaon Bellora Deep - 1 no	Wani area	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus colliery, Distt:-Chandrapur (M.S) Pin: - 442 505
Pauni II Exp OCM - 2 no	Ballarpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701

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

11. 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

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

13. Special Guarantees: The following guarantee will apply for the different components –

The following guarantee will apply for the different components:

- i. Body, chassis, differential & final drive - 10,000 hours or 1000 calendar days from the date of commissioning (whichever is earlier)
- ii. Complete engine system - 24 months or 6500 hours from the date of commissioning (whichever is earlier). In case of failure of engine system within 6500 hrs. The failed components of the engine system will 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 hrs. The system will have to be replaced on pro-rata payment basis taking the life of the engine system as 7550 W/hrs.
- iii) Transmission Assy. - 24 months or 6500 hrs from the date of commissioning (Whichever is earlier).
- iv) Auto Electricals- 12 months or 3000 hrs from the date of commissioning- (Whichever is earlier)
- v) Engine hour meter & Audio visual Alarm - 12 months or 3000 hrs (Whichever is earlier) from the date of commissioning
- vi) Caliper and Disc Brake - 24 months or 6500 hours from the date of commissioning (whichever is earlier).

Against Guarantee failures, intimated to supplier reasonably in time, necessary Replacement/ Repair job (as per Guarantee settlement) must be completed within 21 days at site by the bidder, at no cost to the purchaser.

13. Performance Guarantee Clause: The supplier shall guarantee that the availability of the equipment shall not be less than 72% (**Seventy two Percent**) for a period of 12 months from the date of commissioning.

14. Liquidated Damages 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.

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- i). Pre-receipted and stamped Invoice as per GST 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.
- iii) Consignment note / RR/ LR in original.
- iv) Warranty / Guarantee & Special Guarantee certificate.
- v) Manufacturer's test certificate, if applicable as per technical specifications
- vi). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vii) Any other document indicated elsewhere in the technical specifications / 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 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 order are

Dr. (Ms) Nivedita P Haran, IAS (Retd), 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneswar 751015

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: 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/

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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 NCL, if the contract has already been concluded.

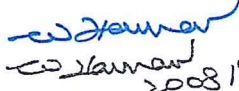
You will furnish the following certificate to the Consignee / Paying authority along with the bills. Failure in submission of the certificate by you, may result in with holding of the payment of their bills against supply.

"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".

21. Jurisdiction: All disputes shall be subject to the jurisdiction of Nagpur court only.

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.


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

Yours faithfully

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

Enclosures: -

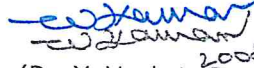
<u>Annexure-A</u>	:	Detailed technical Specification for Water Sprinklers
<u>Annexure-B</u>	:	Technical Details offered by BEML
<u>Annexure-C</u>	:	Filters and consumables for 3000 Hours of operation
<u>Annexure-D</u>	:	List of Standard Tools
<u>Annexure-E</u>	:	General Terms & Conditions
<u>Annexure-F</u>	:	PBG format
<u>Annexure-G</u>	:	Erection Chart
<u>Annexure-H</u>	:	Maintenance Schedule
<u>Annexure-I</u>	:	Lubricant Chart
<u>Annexure-J</u>	:	Bought out items of the equipment


Copy to :

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Ballarpur / Wani / Wani (North) Areas
3. GM(CP)/ GM(Fin.)/ GM(P&P), WCL Hq., Nagpur
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL
5. RD, CMPDIL, RI IV, Nagpur
6. TS to DT(P&P), WCL, Nagpur
7. Sr. Manager(MM/Admn.), WCL(HQ) – The Landed value of the order is Rs. 6,37,01,120.00
8. Dr. (Ms) Nivedita P Haran, IAS (Retd), 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
9. Shri A.K.Mohapatra, Flat no 201, Manjusha Manor, Plot no N3/382, IRC Village, Bhubaneswar 751015
10. M/s BEML Ltd., 33, Cement Road, Shivaji Nagar, Nagpur 440010
11. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4th floor, KG Road, Bangalore

Indent details: Indent No. 1472 dt 10.07.2019 against approved Shopping List of HEMM for the FY 19-20
BC Reference: FA/WCL/CAP/BC/HEMM/12/02/31 dt 17.08.2019 for Rs.6,37,01,120.00

This issues with the concurrence of Director (Fin) on 08.08.19 & approval of CMD, WCL on 10.08.19


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


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

