



<b>WESTERN COALFIELDS LIMITED</b> ( 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: 12000111219074

Dated: 13.07.2019

**SUPPLY ORDER**

To

M/s BEML Limited  
33, Cement Road, Shivaji Nagar  
Nagpur - 440010 ( MS )

Vendor Code : 416002  
Vendor Category: Manufacturer (OEM)  
FAX : 0712 2249997

Dear Sir,

Sub : **Formal Order for supply of BSA6D170EG Engines suitable for BE-1000 Hydraulic Excavators**

- Ref: 1. WCL Tender Enquiry no: WCL-hq-Pur-yvr-ra-e104-2018-19 opened on 29.04.2019, (tender ID: 2018\_WCL\_135009\_1); Reverse Auction held on 29.04.2017  
2. Your offer / Bid ID: 398836 and subsequent submission of shortfall / confirmatory documents on portal

With reference to above, we are pleased to place FORMAL ORDER on you for the supply of 2 nos BSA6D170EG Engines suitable for BE-1000 Hydraulic Excavators, at the rates and as per terms and conditions stipulated below and general terms and conditions enclosed:-

Description	Ordered qty	Unit Basic Price Rs.	Extended value Rs.
BSA6D170 EG Engine (OEM part no 52Z0000077), suitable for replacement on BE-1000-1 Hydraulic Excavators complete with all standard accessories, as per detailed technical specifications enclosed at Annexure "A"	2 nos	47,65,000.00	95,30,000.00
GST @ 28% on basic price			26,68,400.00
Total value			1,21,98,400.00

**Total Value: Rs.1,21,98,400.00** (Rupees One crore twenty one lakhs ninety eight thousand four hundred only).

**NOTE:** Engines to be supplied should not be older than one year from the date of manufacturing.

**Other Terms and conditions :**

- Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing, forwarding, freight & Insurance charges upto destination. Safe arrival of the consignment shall be responsibility of the supplier.
- 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 28%. Input Tax Credit shall be availed by the consignee for which you have to submit GST compliant Invoice as per GST provisions.
- Security Deposit:** Exempted being a PSU.
- Guarantee / Warranty:** You shall be fully responsible in respect of proper design, quality and workmanship of offered Engine and shall furnish the manufacturers composite guarantee for satisfactory performance of 6500 working hours or 24 months from date of fitment and commissioning. If any defects are found due to faulty design or workmanship supplier will replace the defective parts free of cost at site within 30 days of such intimation by the user. A certificate to this effect shall be submitted by you along with the supplies.
- Final Inspection:** Final inspection shall be carried out by the authorised representative of WCL at the consignment stores.
- Fitment and Commissioning:** Fitment and commissioning of the Engine Assys shall be done by your Service Engineer on free of cost basis. The required facilities and services for commissioning shall be provided by the Project authorities of WCL.

*Signature*

Original copy received  
V. Sathe  
15/07/19

13/7

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7. Manufacturer's Test Certificate: Manufacturer's Test Certificate shall be submitted by you along with the supplies.

8. Performance Bank Guarantee: M/s BEML Ltd has to submit performance bank guarantee for 10% of the order value (landed cost) i.e. for Rs.12,19,840.00 valid for a period of 30 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 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 of beneficiary	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 / 767COV 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, Maharashtra" by **Registered post /AD**.

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

9. Payment Terms: Payment for 80% of the Invoice value ( landed value of the equipment including taxes and excluding installation and commissioning charges (if any)) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Performance Bank Guarantee. Payment for balance 20% of the Invoice value (landed value of the equipment including taxes) shall be made within 21 days after successful commissioning of the equipment and performance testing at the allocated locations.

10. Delivery: Delivery of two Engines to be completed within 90 days, to be reckoned from the 7<sup>th</sup> day of the order date.

11. Consignee & Allocation: **GSTIN no. 27AAACW1578L1ZW** (For Areas in Maharashtra State)

Qty	Area's NAME	POSTAL ADDRESS OF THE CONSIGNEE
2 nos	Central Stores, Tadali	The Depot Officer, Western Coalfields Limited, Central Stores, Urjagram, PO Tadali, Distt:-Chandrapur (M.S) Pin: - 442 406

Allocation: These Engines are to be kept as float and shall be allocated by GM(Excv) HOD.

12. Paying Authority: General Manager(Fin.), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-1

13. 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

14. 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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15. Liquidated Damages clause :- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, WCL shall have the right,
- 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 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.
  - 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
  - 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-
  - 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.
  - To forfeit the security deposit full or in part.
  - 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.
16. SUBMISSION OF BILLS:
- 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.
    - Pre-receipted and stamped Invoice (As per GST Act 2017).
    - Packing list in original list giving details of bill of materials, if applicable.
    - Consignment note / RR/ LR in original.
    - Warranty / Guarantee certificate, if applicable.
    - Manufacturer's test certificate, if applicable.
    - DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
  - For Claiming 20% payment of Equipment :
    - Pre-receipted and stamped Invoice for 20%.
    - Commissioning Certificate from respective AGM of Area or his authorized representative.
17. 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, floods, acts of nature or other contingency beyond the supplier's control, due to act of God then Western Coalfields Limited may allow such additional time by extending the delivery period as it consider to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Western Coalfields Limited, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
18. 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)
19. 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.

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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 you, may result in withholding of the payment of your bills against supply.

20. 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.

Unless otherwise specified above, the purchase order shall also be governed by the terms and conditions given in the General terms and conditions enclosed.

This order is issued with this acceptance. Kindly acknowledge the receipt of this order.

Yours faithfully

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

(Sanjay Pawar)  
Sr Manager(MM)

Enclosures: -

- Annexure-A : Technical specifications  
Annexure-B : General Terms & Conditions  
Annexure-C : PBG format

Copy to :

1. GM(Excv) HOD / GM(P&P)/ GM(Fin.) I/c - I, WCL(HQ), Nagpur
2. GM, CWS, Tadali
3. Depot Officer, WCL, Central Stores, Tadali
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL
5. TS to DT(P&P), WCL, Nagpur
6. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs.1,21,98,400.00

Indent no : Indent no 18-19/140 dt 10.08.2018

BC Reference: Capital Budget: FA/CAP/BC/HEMM/12/01/31 dated 13.07.2019 for Rs.1,21,98,400.00

Sr. Manager (MM)

Sr. Chief Manager(MM)