

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्न कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)

सामग्री प्रबन्धन विभाग
Department of Material Management

CIN - U10 100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

पंजी. का. : कोयला विहार, सिविल लाइन्स, नागपुर (महाराष्ट्र) - 440001/Coal Estate, Civil Lines, Nagpur (MS) - 440001

SO. NO. 12000130119237

Dt: 30-01-2020

SUPPLY ORDER

To

M/s. BEML LIMITED

No. 33, Cement Road

Shivaji Nagar, Nagpur - 440010

Email id: mnp@rm.beml.co.in

GSTIN: 27AAACB8433D1ZY

Vendor Code: 416002

Vendor Category: Manufacturer

Ph no: 0712-2248343

Dear Sir,

Sub : **Formal Order for Supply of Spares for BEML BE1000 Hyd Excavator (OPM Category Items)**

- Ref : 1. Our open tender enquiry no. WCL-hq-pur-rb-ra-e005-2019-20, opened on 10-05-2019 (tender id : 2019_WCL_135952_1)
2. Your offer vide Bid id no : 402898 dt. 01-05-2019 and subsequent clarifications / shortfall documents on e-tendering portal.
3. Your letter no: BEML/MN/MNP/01/799 dt. 26-11-2019 and letter no: BEML/MN/MNP/0811 dt. 28-11-2019

This has reference to above. We are pleased to place FORMAL ORDER on you for the supply of Spares for BEML BE1000 Hyd Excavator (OPM Category Items) as per the rates, part nos, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No.	NIT Sl.No.	Item Description & Part no	Item Code	Order Quantity	UOM	Basic Price Rs	Total Value Rs
1	1	SWING BRAKE ASSY - PART NO: 817SO03029	15508022504	2.00	Nos	264281.00	528562.00
2	2	ARM CYLINDER ASSY - PART NO: 175HC00023	15508103061	4.00	Nos	1274520.00	5098080.00
3	3	BUCKET CYLINDER ASSY - PART NO: 175HC00031	15508104599	4.00	Nos	972854.00	3891416.00
4	4	BOOM CYLINDER ASSY - PART NO: 175HC02528/175HC01004	15508110802	2.00	Nos	811371.00	1622742.00
5	5	ARM CYLINDER ASSY - PART NO: 175HC02536/175HC01029	15508113054	2.00	Nos	1139816.00	2279632.00
6	6	BUCKET CYLINDER ASSY - PART NO: 175HC02544	15508114583	2.00	Nos	913650.00	1827300.00
7	7	DUMP CYLINDER ASSY - PART NO: 175HC02552	15508115935	2.00	Nos	183154.00	366308.00
8	9	SWING MOTOR - PART NO: 817HM01019	15518004351	6.00	Nos	343672.00	2062032.00
9	10	TRAVEL MOTOR - PART NO: 817HM01002	15518004363	2.00	Nos	700386.00	1400772.00
		Item sl no 9 and 10 are Bosch Rexroth Make	Total Value				19076844.00
		and other items are BEML make	GST Extra @ 18%				3433831.92
			Total Order Value				22510675.92

Total Order Value: two crores twenty five lakhs ten thousand six hundred and seventy five and ninety two paise only.)

OTHER TERMS & CONDITIONS:

- Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of Packing, forwarding, freight and Insurance charges upto destination stores.
- Goods and Service Tax (GST):** GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18% for all Items.

Your shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

You shall 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 supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from you.

- Delivery:** The delivery of the ordered items shall be made within 04 (Four) months which shall be reckoned from the 7th day of placement of supply order.
- Final Inspection:** Final inspection of the consignment shall be carried out at destination stores, which will be arranged by the consignee on receipt of complete consignment as per order description.
- Consignee :** Depot Officer, WCL Central Stores, Tadali, Urjagram, PO: Tadali, Dist: Chandrapur Distt 442406 – Phone / Fax no: 07172-237295 /237076 ; **GSTIN : 27AAACW1578L1ZW**
- Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of material at site by the consignee or from the date of submission of bill whichever is later.
- Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001
- EFT Details :-**

Name of the Bank	STATE BANK OF INDIA
Branch & Location	KINGS WAY, NAGPUR
Account Number; Nature of Account	11172255258, CURRENT
IFS CODE of the Branch	SBIN0000432

- Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.
- Security Deposit: Exempted being a PSU**
- Performance Bank Guarantee:** Not applicable

13. Guarantee/ Warranty:

You shall give a guarantee / warranty for satisfactory performance of the supplied materials for 12 months from the date of installation & commissioning or 18 months from the date of receipt and acceptance at consignee's end whichever is earlier. You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

In case of any defect is found due to faulty design or bad workmanship then you have to replace the defective parts free of cost at site within 30 days from the date of intimation from user.

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14. Liquidated Damages & 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 cancelling 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: The 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

(ii) Consignment note / RR/ LR in original (if applicable).

(iii) E-Way Bill (if applicable) as per the GST rules

(iv) Warranty / Guarantee certificate

(v) Fitment Guarantee Certificate

(vi) Price Certificate & Price Fall Certificate

(vii) Any other document indicated elsewhere in the order, if applicable.

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 his 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. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

17. Price Certificate: You shall certify in your invoice in the following format

"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell or offer to sell the stores of identical description to any other organization during the period of contract"

11/2

18. PRICE FALL CLAUSE: You have undertaken in your offer that you have not supplied / is not supplying similar products / systems or sub systems at a price lower than that offered in the present bid in respect of any other ministry / department of Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any other ministry / department of Govt of India or a PSU at a lower price, then that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL. A certificate to this effect shall be submitted by you alongwith supplies

19. Fitment Guarantee certificate: You shall have to submit a fitment guarantee certificate that the supplied products are exact replacement of /fully interchangeable to the Original parts and will fit and function on the equipment for which these are intended for without any modification.

20. TECHNICAL SUPPORT SERVICE : You will provide following technical support service for the ordered items. Your representative must visit as and when required basis to provide technical support to the Areas of WCL for smooth running of the Excavators

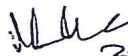
21. Identification mark: You should mark your identification mark or logo on non wearable surface of the products


22. Jurisdiction of Courts: The court of the place from the acceptance of tender has been issued I.e Nagpur Court shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

23. Integrity Pact: Integrity Pact duly signed by you and furnished by you alongwith the offer shall be valid and applicable for this contract.

24. General Terms and Conditions: This order shall also be governed by the General Terms and conditions of supply of stores attached as Annexure-A, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


30/1/2020
(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)

Yours faithfully

30/1/2020
(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

Enclosures: -

1. Annexure A- General Terms and Conditions


Copy to :


1. GM(Excav) HOD/ GM(Fin)-I WCL(HQ), Nagpur
2. SO(MM) / SO(Excav)/Depot Officer, WCL All Areas
3. Depot Officer, WCL, Central Stores, Tadali
4. Sr. Manager(Fin)CP, WCL Hqrs
5. Sr. Manager(MM) / Admin- WCL hqrs
6. Independent External Monitors:
Dr.(Ms) Nivedita P Haran, IAS(Retd), 23 IFS Villas, P-6, Builders Area, Greater Noida - 201310
Shri.A K Mohapatra, IFS(Retd), Flat no: 201, Manjusha Manor, Plot no: N3/382,IRC Village, Bhubaneswar-751015.

Indent details: Approved MB 2019-20 for Spares for BE-1000 Hyd Excavator

BC no: BC/WCL/REV/GM(EXCV)/2019-20/Excavator-1000/1200/9/10/28 dt. 30-01-2020

for Rs. 2,25,10,675.92


30/1/2020
मूक्य.प्रबंधक (सा.प्र)


30/1/2020
मूक्य.प्रबंधक (सा.प्र)