



WESTERN COALFIELDS LIMITED
(A SUBSISIARY OF Coal India Limited)

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR – 440 001.
PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order No. 21000110120169

SUPPLY ORDER

DT: 17.11.2020

To,
M/s LARSEN & TOUBRO LIMITED
4th Floor, Crystal Tower, GE Road,
Raipur – 492006

Vendor Code: 533042
Vendor Category: Dealer
Mobile no: 9820321350

Dear Sir,

- Sub : Formal Order for supply of 60T capacity Dumpers with 1+3 Years Guaranteed Spares.
Ref : 1. WCL Tender Enquiry no: WCL-hq-pur-yvr-ra-e048-2020-21 (tender id 2020_WCL_176689_1) (F.N. E-268812) opened on 06.08.2020, Price bid / reverse Auction held on 27.08.2020
2. Your offer / Bid ID number: 535607 and subsequent submission of shortfall / confirmatory documents
3. Letter no WCL/HD465/2021/01 dt 28.07.2020 of M/s Komatsu India Private Limited
4. Your letter no RPR/KNT/WCL/60T DT/2021/010/BOQ(Revised) dt 04.09.2020
5. Your letter no RPR/KNT/WCL/60T DT/2021/010/Spare list Dt 17.09.2020
6. Your letter no RPR/KNT/WCL/60T DT/2021/010/Spare list (DA copy) dt 21.09.2020

This has reference to above. We are pleased to place Formal Order on you for the supply of 60T capacity Dumpers (Replacement requirement / NCD) at the rates, following terms and conditions given and General terms and conditions of supply enclosed rates, following terms and conditions given:-

Description	Ordered qty (nos)	Unit Basic Price Rs.	Extended value Rs.
Komatsu make 60T Rear Dumper, model HD465-7E0 powered by diesel engine model Komatsu SAA6D170E-5, as per detailed technical specifications enclosed; Replacement requirement (NCD); Material Code: 11616990015	20	2,15,50,000.00	43,10,00,000.00
Freight and Insurance charges per equipment for 20 dumpers (inclusive)			Inclusive
Other charges (including installation & Commissioning, Servicing Charges etc) @ Rs.1,29,648.89 per equipment for 20 dumpers			25,92,977.80
FOR Destination price of 20 dumpers (Basic + Freight & Insurance + Other charges (including installation & Commissioning, Servicing Charges etc)			43,35,92,977.80
GST @ 28% on FOR Destination price (Eqpt price + freight + insurance + other charges)			12,06,80,000.00
GST on Other charges @ 36301.69 for 20 nos dumpers			7,26,033.80
Sub Total of 20nos dumpers, freight, insurance, Other charges (including installation & Commissioning, Servicing Charges etc) @ & GST @ 28%			55,49,99,011.60
cost of spares & consumables for 1 st year for 20 dumpers @ Rs 3,46,390.97*			69,27,819.40
cost of spares & consumables for 2 nd year for 20 dumpers @ Rs. 4,34,493.49			86,89,869.80
cost of spares & consumables for 3 rd year for 20 dumpers @ Rs.4,61,438.01			92,28,760.20
cost of spares & consumables for 4 th year for 20 dumpers @ Rs.4,75,020.05			95,00,401.00
Total cost of spares & consumables for 4 years, for 20 dumpers @ Rs. 17,17,342.52 per Dumper			3,43,46,850.40
GST on spares and consumables for 20 dumpers @ Rs.3,25,895.11			65,17,902.20
Sub Total of Spares and consumables for 4 years and GST for 20 dumpers			4,08,64,752.60
Total cost of equipment, spares for 4 years			59,58,63,764.20

Total Value of the order: Rs.59,58,63,764.20 (Rupees Fifty nine crores fifty eight lakhs sixty three thousand seven hundred sixty four and twenty paisa Only).

The present applicable rate of GST on individual spares is indicated in Annexure -C enclosed.

* Note: To be supplied along with the equipment

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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 charges, Freight and transit insurance upto destination. However, other charges (including installation & Commissioning, Servicing Charges etc) shall be paid extra @ Rs.1,29,648.89 per equipment. Safe arrival of the consignment at destination shall be your responsibility. As mentioned by you in General Commercial Template (GCT) of TPS, supply of Equipment will be made from A-1, Sipcot Industrial Park, Growth Centre, Oragadam, Sriperumbudur Taluk, Kancheepuram - 631604, Tamil Nadu and supply of spares will be made from LARSEN & TOUBRO Limited, 14th mile stone, Amravati Road, Logistics Park, Survey no 99/1, Village Nimji, Kalmeshwar taluk, Nagpur, Maharashtra 441501

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 28%. 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 C, enclosed.

3. **Delivery:** The delivery shall be completed immediately or within 4 (four) months to be reckoned from the 7th day of order date. No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.

Grace Period: A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for deliveries and not for offering stores for inspection (in cases of pre- dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.

If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.

The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery

4. **Guarantee / Warranty / Special Guarantee:** (Also refer B.6 and B.7 of Annexure "A")

a) Composite Warranty / Guarantee

You shall warrant that the equipment supplied under this contract is:--

- In accordance with the contract specifications.
- The equipment shall have no defects arising out of design, material or workmanship & the Complete Equipment shall be covered for total 12 months from the accepted date of commissioning. The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers, to the Bidder.
- 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 accounts shall be attended to

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immediately.

In the event of any breakdown or failure of performance due to defects in materials, designs, workmanship, spare parts etc. WCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by the supplier at site, immediately at no cost to the purchaser, or latest within 21 days of settlement of warranty claims.

b) The suppliers must ensure that there is no major breakdown due to manufacturing/ design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably.

The complete Equipment consisting of all Assemblies/ sub assemblies/ components e.g. Engine, Transmission, Differential, Final Drive, Air conditioning Systems, AFDSS, Centralized Lubrication system, Suspension system, Hyd System, Chassis/ structure, Break system. Battery, Engine Hour Meter & Auto Electrical etc. shall be covered for suitable replacement /Repairs (on merits of the case), free from all costs to the purchaser, during total 48 (forty eight) months /20000 Hrs (whichever comes earlier) from accepted date of commissioning as stipulated in the clause B.5

Air conditioning Systems, AFDSS and Centralized Lubrication system along with the all safety devices are to be maintained and kept operative by the supplier throughout the entire contract period.

You will be required to stock spares parts to take care of entire performance period. Spares should be available immediately for replacement against the breakdown.

C. Guaranteed Availability: In accordance with the provisions of clause B.7.2.2 and B.7.3.2 of the Technical Specifications, you shall guarantee that the availability of the Equipment shall be not less than 85% (Eighty Five percent) for a period of initial 12 months and 80% (Eighty percent) subsequent 36 months from the accepted date of commissioning (to be calculated annually)".

5. Performance Bank Guarantee: You have to submit performance bank guarantee as per format at Annexure - H & as per clause no 9, for 10% of the order value (landed cost) of equipment plus 1st, 2nd, 3rd and 4th year spares and consumables valid for a period of 51 months of from the date of Commissioning of EQUIPMENT to cover the guarantee period i.e. for Rs. 5,95,86,377.00 (rupees Five crores ninety five lakhs eighty six thousand three hundred and seventy seven) and the same shall be released on receipt of satisfactory performance throughout the guarantee period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending. The PBG should be on equipment wise.

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)s.

6. Inspection:

a. **Pre-despatch 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. 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

7. Payment Terms:

Equipment and initial spares and consumables for 12 months to be supplied along with equipment: For Payment of equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment:

80% value of the equipment and consumable spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment and 100% taxes and duties and other charges excluding erection & commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and Acceptance of Performance Bank Guarantee valid till 3 months after the completion of 12 months period from the date of commissioning of all the equipment covered in the contract.

Balance 20% payment including erection & commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer of the technical department of the area / Area General Manager of WCL, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period from the date of commissioning of the equipment by the paying authority.

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For payment of Spares and consumables for 3 years after 12 months of warranty period from the date of commissioning of the equipment: 100% Payment for spares and consumables for 2nd to 4th year of operation shall be paid on lot basis within 21 days, after receipt and acceptance of Spares and Consumables at site by the consignee or submission of bills whichever is later.

8. **Security Deposit:** You are required to submit the Security Deposit. Security Deposit shall be for an amount of ten per cent of the total landed value of the contract including all taxes, duties & other costs and charges, without considering the Input Tax Credit (ITC) against GST i.e. for Rs. 5,95,86,377.00 (rupees Five crores ninety five lakhs eighty six thousand three hundred and seventy seven). The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-G from a RBI Scheduled Bank in India (on a non-judicial stamp paper) as per clause no 9 within 15 days from date of notification of award or placement of order.

The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued.

In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.

Security Deposit will be released within 30 days after completion of supplies and acceptance of materials by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.

Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.

If you fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

If you fail to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.


In cases where the you will not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, **a penalty equivalent to 0.5%** (half percent) **of SD amount** for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/ placement of order to the date of receipt of full SD/ deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

9 Bank Guarantee towards SDBG / PBG (as per clause no 14 of section III)

For arriving at the value for Bank Guarantee to be submitted, the order value will be arrived at by adding all the Taxes & Duties applicable to the Free Delivery at Site Price of the materials on order as applicable on the date of opening of price bid.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).


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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 of beneficiary	Current Account no: 005905018053 ; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A & 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
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 the following address by Registered post / Speed Post 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.

For ready reference and updation of BG in WCL portal , it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible. The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

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

Qty	Project allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
5 nos	Durgapur Expn : 3 nos Padmapur OC : 2 nos	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S)-442 403
8 nos	Mungoli OC : 8 nos	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus Colliery, Distt:-Chandrapur (M.S)-442 505
7 nos	Gondegaon Ghatohan : 3 nos; Kamptee OC : 4 nos	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur Area, PO : Silewara Colliery, Dist:-Nagpur(M.S); 441 109

11. Paying Authority: General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur - 440 001 for the equipment and 1st year spares (to be supplied alongwith the equipment) and Area Finance Managers of respective areas for the Spares and consumables for 2nd to 4th year of operation.

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

Name of the Bank	ICICI Bank
Branch & Location	Bund Garden Road, Pune 411001
Account Number	000505002275
Nature of Account	Current Account
IFS CODE of the Branch	ICIC0000005

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: In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser 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 equipment/ stores which the successful tenderer 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% (Ten Percent) of the total contract value, or
- To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling 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 equipment/ 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 any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of Liquidated Damages.

15. SUBMISSION OF BILLS:

a. **For claiming 80% payment for equipment & 100% payment of 1st year Spares**, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017), 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.
- Price Certificate and Price Fall Certificate
- Any other document indicated elsewhere in the order & specifications

b. **For Claiming 20% payment of Equipment** and the following documents are to be submitted

- Pre-receipted and stamped bill for 20% payment.
- Commissioning Certificate from the respective Area General Manager / Staff Officer (Excv) of area
- Any other document indicated elsewhere in the order

16. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21

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days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

17. Lowest Price Certificate: You have undertaken that the prices quoted by them for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization and also to submit the certificate as under:

"This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization".

18. Price Fall Clause: "You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

(i) The currency of contract will mean the period till completion of supply.

(ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

(iii) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. "

19. Risk Purchase Clause: In the event of failure of the supplier to deliver or dispatch the stores 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/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- When the supplier fails to deliver the materials even after extending the delivery period.
- When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

20. 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 of Komatsu make and have been actually manufactured in their works situated at _____ (address of the factory)

21. 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:






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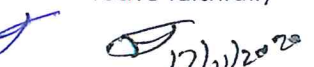
Dr. (Ms) Nivedita Haran, 23, IFS Vilas, P-6, Builders Area, Greater Noida 201310
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

22. Settlement of Disputes through Court of Law of Competent Jurisdiction: The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract. Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law

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)
Chief Manager (MM)

Yours faithfully

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

Enclosures: -

- Annexure-A : Scope of supply and Technical specifications
Annexure B: List of Standard, Special Tools and Electronic Diagnostic Tools
Annexure-C: List of Spares and consumables required for 1st, 2nd, 3rd and 4th year of operation
Annexure-D: Major Bought out items list
Annexure-E: Oil and Lubricant chart
Annexure-F: Erection chart
Annexure-G: Security Deposit Bank Guarantee format
Annexure-H: Performance Bank Guarantee format
Annexure-I: General Conditions of the Contract

Copy to :

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. AGM / SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Chandrapur / Wani / Nagpur
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. Chief Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. **59,58,63,764.20**
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

This is issued with the approval of Board of Directors in their 326th meeting held on 29.10.2020, whose relevant excerpts from the minutes are circulated by Company Secretary vide WCL/Office of CS/BM-326/2020-21/557 dt 09.11.2020

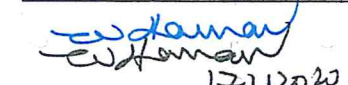
Indent details: Indent No. 1482 dated 25.07.2020.

Budget Reference: (e-office File no 354933)

Capital budget: WCL/CAP/HEMM/2020-21/12/03/38 Dated, 12.11.2020 for Rs.108,65,68,860/- (One hundred eight crore sixty five lacs sixty eight thousand eight hundred sixty)

Revenue budget: (Provisional)

Year	BC reference	BC Date	Value Rs.
2021-22	WCL/REV/HEMM Spares/2021-22/09/16/23	12.11.2020	3,12,04,880.00
2022-23	WCL/REV/HEMM Spares/2022-23/09/16/23	12.11.2020	3,90,18,160.00
2023-24	WCL/REV/HEMM Spares/2023-24/09/16/23	12.11.2020	5,40,45,500.00


Chief Manager(MM) P-III


Chief Manager(MM) P- I

18/11/20

Detailed Technical Specifications for 60T Dumper

1. SCHEDULE OF REQUIREMENT: **Dumpers- 60T capacity**, including necessary Spares & Consumables for **48 months** from accepted date of commissioning, as per the technical specifications indicated below:

PART - 'A'

Scope of Supply:

A.1 Equipment Package

You are required to provide a complete package of Equipment for the supply of Dumper 60 Ton capacity, Accessories, Spare Parts, Consumables for 4 Years (48months) operation and Training, Installation, Testing & Commissioning at coal mining projects of WCL, Nagpur.

The purchaser will make available to you, at no cost, at project/site within the site(s) boundaries as may reasonably be required by you for the purposes of erecting the Equipment and for storage of Goods and Supplier's plant, tools etc. pending acceptance.

A.2 Supplementary Items

All sort of Spares for Operational, Maintenance and standby/ contingency, Filters (including standard Engine filters), O-rings/ Gaskets etc, pertaining to all the systems of Equipment and Consumables including Battery, Auto Electricals, excluding TYRES (herein after collectively referred to as "Spare Parts and Consumables" unless the context specifies otherwise).

The Consumables for operation shall not include Diesel/ Fuel, Oils, Lubricants (POL) and TYRES.

(I) Following items shall be supplied, along with each Equipment:-

- i. Spare Parts and Consumables, required for initial 12 Months.
- ii. First fill of all Oils, Grease and Lubricants needed for test and commissioning of each equipment.
- iii. A comprehensive tool kit, which shall include necessary special tools required for erection, commissioning and for the maintenance & repair of the Equipment.
- iv. Special Tools for maintenance shall include Accumulator charging kit (if Accumulator is provided),
- v. Suspension/ Nitrogen charging kit & Cartridge filter opening tool etc.

(II) Spare Parts & Consumables for 3 years (36 months) operation, out of total 4 years (48 months), in accordance with your recommendations shall be delivered periodically (in minimum three lots, Annually in consultation with the user project), throughout the balance period of 3 years (thirty six Months), of the total Guaranteed period of 4 years (forty eight months) from the accepted date of commissioning.

A.3 Information and Drawings

You shall provide following manuals / documents with EACH Equipment, before commissioning :-

1. One set of suitably illustrated Operating, Repair and Maintenance Instructions for all the equipment, written in the English language, substantially bound in book form, as well as soft copy (in Pen drive / CD) with Each Equipment.
2. One set of suitably illustrated, detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form; as well as soft copy (in pen drive/ CD), with Each Equipment.

ONE Set of Manuals (Hard & soft copies) shall be supplied to the office of GM(Exc)HOD, Excavation deptt WCL(HQ) Nagpur, at the time of supply.

A.4 Erection/Assembly, Commissioning and Performance Testing

You shall provide the Services of Specialist Technicians/ Service Engineer to supervise the installation/ erection/ assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

The Service Engineer / Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the Equipment, and shall be available throughout the Warranty/ performance period.

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.

PART - 'B'

B.General Requirements

B.1 Geography and Climatic Conditions

Elevation

The natural surface varies from 100 to 1000m above mean sea level.

Climate: The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere. Monsoon rains occur in the period from June to October.

Ambient Conditions: Relative Humidity- Maximum 98%

Temperature Minimum 0° C

Maximum 50° C

WCL

WCL

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Rainfall: The mean annual rainfall is 1,000 mm, 90 to 95% of which may fall in rainy season from June to October.

Wind April to September - South to South Westerly

October to March - North Westerly

Speed - 8 km per hr average, 100 km per hr maximum

Under foot Slushy and highly abrasive.

B.2 Goods (Equipment and Machinery)

Detailed specifications of the Equipment to be supplied are given in Part-'C' of this section.

In general, all items shall be:

- a) new, unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future
- b) designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified;
- c) designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts;
- d) designed to facilitate rapid changeover of consumable items.

The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply. Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently. All workmanship and materials shall be of first class quality in every respect.

All parts and surfaces which are exposed to corrosive environments shall be suitably protected to prevent any effects of corrosion or erosion.

B.3 Standards: In compliance to Safety & functional aspect of dumpers as per ARAI guidelines, following provisions shall be made :-

i. All dumpers shall permanently carry sign stating "NOT MEANT FOR RUNNING ON PUBLIC ROADS" (Preferably White colour sheeting on Black Background) in retro reflective colour sheeting, which shall be visible from the front side and rear side of the vehicle.

ii. REFLEX REFLECTORS, each having dimension MORE THAN 28.5 Sq. CMS. (Circular/ Rectangular) made of good quality FIBER / other suitable material to ensure durability, shall be fitted to all the Dumpers at Front, Rear and at All Sides. The distance between two Reflectors should be between 2.8 to 3.0 Mtrs. The details of Reflectors, to be fitted to EACH Dumper, are as under:-

I. At FRONT: White Reflex Reflectors - Two Nos.

II. At REAR: Red Reflex Reflectors - TWO Nos.

III. Each side of Dumper : AMBER COLOUR Reflex Reflectors - THREE Nos (Min.)

2. Beside conforming to the Standards specified in the Equipment Specification in Part-'C', the Equipment shall also have to meet approval of the Statutory Government Authorities including Director General of Mines Safety (DGMS) having jurisdiction over the Equipment and its use. The system of units for all measurements shall be the *Système International Unités* (S.I.).

B.4 Suppliers Responsibility

The Purchaser requires that you shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This identifies only the major items required for the installation and you shall ensure that the total supply includes all necessary Equipment for it to function effectively and safely. Any additional items you consider necessary to ensure compliance with such a requirement shall be identified, included and supplied.

You shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment - Supply package shall be carried out under the supervision of you in conjunction with the Purchaser's nominated personnel

B.5 Spare Parts Provisions

B.5.1 Availability of Spare Parts: All items and Equipment proposed shall be of current design and manufacture. You shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

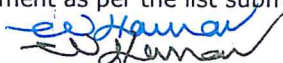
B.5.2 Provisions of Spare Parts.

B.5.2.1 Within the Contract Price, the Purchaser will agree to purchase all Operational, Maintenance and standby/ contingency Spare Parts, Filters (including standard Engine filters), O-rings/ Gaskets etc, pertaining to all the systems of Equipment and Consumables including Battery, Auto Electricals, excluding TYRES (herein after collectively referred to as "Spare Parts and Consumables" unless the context specifies otherwise), in accordance with your recommendations for 4 years (forty eight Months) from the accepted date of Commissioning.

Necessary Oil & Lubricant, required for Commissioning & Testing shall be supplied by you, as per the contract.

The Consumables for operation shall not include Diesel/ Fuel, Oils, Lubricants (POL) and TYRES.

Necessary Spares & Consumables, required for initial 12 Months (5,500 working hours), shall be supplied with each equipment as per the list submitted by you which is placed at Annexure C





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All Spare Parts & Consumables, required with for the balance 36 (thirty six) months period, (beyond initial twelve months), as per the list submitted by you which is placed at Annexure C, shall be delivered periodically (in three separate lots for each year), as per breakup in Annexure -C.

B.5.2.2 You should supply Spare parts & Consumable based upon the expected 5,000 (five thousand) +/- 500 working hours per year.

However, Any shortfall in quantity of these spares and any other spares over and above the list submitted with offer during the period of 48 months, shall have to be supplied by you at free of cost. Any shortfall in quantity of above items during the period of 48 months, if required beyond 20,000 working hours, shall be supplied by you at extra cost.

B.5.2.3 In the event that the Spare Parts and Consumables, as recommended by you, in any way fall short of actual requirements during the period for which they are said to be adequate, you shall provide such additional Spare Parts and Consumables, as are necessary at the final destination. Such additional Spare Parts and Consumables shall be provided by you to the Purchaser free of all cost and shall be transported to Site by air freight internationally and by air, rail or fast road transport within India.

B.5.2.4 You shall not be liable for the supply of additional Spare parts and Consumable, if these are required by reasons of unforeseen accidents, negligence or misuse on the part of the purchaser.

B.5.2.5 In the event that the operation of the plant is inhibited or frustrated as a direct result of lack of Spare parts and Consumables pursuant to clause B.5.2.2 hereof, then the period referred to in clause 'B.5.2.1' hereof shall be extended by a period of not less than the period during which operation as aforesaid was inhibited or frustrated.

B.5.2.6 In the event that the spare parts and consumables, as recommended by you are in excess of the actual requirements, The purchaser at its option may -:

Retain such excess spares and consumables as, in discretion, it may elect to do so.

You have to reprocess or repatriate or otherwise dispose off such excess spare parts in exchange for payment to the purchaser, at the contract Price of the spare parts and consumables concerned. The purchaser shall notify you, in writing of it's requirement under the clause within Sixty (60) day after completion of the contract period of 36 months.

You shall stock sufficient fast moving & maintenance and other spares in their Local Depots to ensure maximum availability of their equipment.

You shall warrant that sufficient stock of spares parts will be maintained in the office/ depot and servicing facilities, preferably at the coal mining area of WCL/ at Nagpur, to meet any situation of exigencies to maintain the Equipments in use through out its life.

B.5.3 Emergency Spare Parts: You shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at over-riding priority.

B.5.4 Lifetime Spare Parts: You have undertaken and guaranteed to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that you wish to terminate production of such Spare Parts, you shall:

a) give not less than six months notice in writing of it's intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and

b) immediately following termination, provide to the Purchaser at no cost, manufacturing drawings material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.

In any event, you shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

B.5.5 Oils, Lubricants and Fluids: You shall provide to the purchaser a detailed schedule of all necessary oils, lubricants, fluids for the operation and maintenance of equipment and specify the appropriate Grades, Indian and International standard references (whichever is applicable), suitable for different assemblies.

B. 5.6 Support Infrastructure: The necessary after sales service & Support Net work for the offered Equipment should be available in India, preferably nearer to the mining areas of WCL/ Nagpur to support the product. Availability of sufficient skilled service personnel and spare parts depot/ ware house, to support the Equipment in WCL mines should be maintained by you.

B.5.7 General: Nothing in this Clause B.5 shall relieve you of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

B.6 Composite Warranty / Guarantee: You shall warrant that the equipment supplied under this contract is:

a) In accordance with the contract specifications.

b) The equipment shall have no defects arising out of design, material or workmanship & the Complete Equipment shall be covered for total 12 months from the accepted date of commissioning. The warranty shall cover for total equipment so that ultimate responsibility lies only with you although components may be supplied by different suppliers, to you.





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c) 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 accounts shall be attended to immediately.

In the event of any breakdown or failure of performance due to defects in materials, designs, workmanship, spare parts etc. WCL shall promptly notify you in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by you at site, immediately at no cost to the purchaser, or latest within 21 days of settlement of warranty claims.

"At no cost to the Purchaser" means, you will have to bear all the expenses upto the destination site i.e. Ex-works prices, Excise Duty, sales tax, Insurance, inland transportation charges etc., as applicable to ensure free delivery of warranty replacement at WCL sites.

B 7 Performance Guarantee

B.7.1 Introduction

B.7.1.1 You shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

B.7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, you shall, at your own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

B.7.1.3 You shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria has not been met in any one (1) month.

B.7.2 Guarantee

B.7.2.1 You shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.

B.7.2.2 You shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment Specifications included as the Attachment to the Technical Specifications. The method of assessment applied shall be as follows:

Method of Assessment:

The following calculation shall determine the availability of the Equipment:

$$\% \text{ Availability} = \frac{\text{Scheduled Available Time} - \text{Down Time}}{\text{Scheduled available Time}} \times 100$$

Scheduled Available Time shall equate to 24 hours.

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, **including: -**

A) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including:

- a) changing oils, oil filters and air filters; lubrication;
- b) changing identified consumable or wear parts.

B) planned preventative maintenance Programmes; It shall however, **not include: -**

- i. damage due to abusive use or incorrect operation methods by the Purchaser;
- ii. accidents;
- iii. strikes or stoppage of work by the Purchaser's personnel;
- iv. natural disaster;
- v. lack of Spare Parts not attributable to a failure of you, your Agents or Representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

You shall state the number of hours per day required to carry out (a) and (b) above. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

The Purchaser will assist you, without relieving you of any other obligations under the Contract, to achieve the guaranteed availability by:

- i. Providing suitable semi-skilled & un-skilled manpower for repair & maintenance.
- ii. Carrying out normal and proper maintenance, including preventative maintenance in accordance with your standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares.
- iii. Providing co-operation to all your authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.
- iv. Where appropriate, providing and maintaining such conditions as:

- a) Proper electrical Supply

Signature

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Supply Order no 21000110120169 dt 17.11.2020 for supply of 60T Dumpers; M/s Larsen & Toubro Ltd

- b) Terrain Area
- c) Bench preparation
- d) Reasonable floor conditions

v. Providing all your authorised representatives access at all reasonable times to the machine service and repair facilities.

vi. Maintaining a log-book for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by your representative.

B.7.3 Effect and Duration of the Performance Guarantee

B.7.3.1 This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the Purchaser's Acceptance Certificate.

B.7.3.2 This Guarantee shall remain effective for 48 (forty eight) months from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

B.7.3.3 In the event that the Equipment fails to achieve the guaranteed Availability during total 48 months period (to be calculated annually) during first or second or third or fourth twelve (12) month period, you shall be liable to pay to the Purchaser, as Penalty, a sum equal to, as indicated here under for each equipment :-

- a) 1% of the contract price of the equipment for every percentage reduction from the Guaranteed Availability for the first 5%
- b) 10% of the contract price of the equipment for reduction beyond 5% from the Guaranteed Availability.

B.7.3.4 When you are unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spare from the stock of the project the period (after 21 days) till you replaces the part under warranty shall be treated as "Deemed Breakdown" (the credit for keeping machine available shall not be given to you).

B.8 Quality Assurance

B.8.1 You should furnish in detail its quality assurance plan for various stages of manufacture. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000 or equivalent.

B.8.2 You shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought out items and his own manufactured items.

B.8.3 The Purchaser or his agent, when so required by him, shall also be provided with samples of "bought-out" materials for the purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

Signature

Signature

Signature

PART - 'C'

1. Scope of Specification

Specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a diesel powered, self-propelled, wheeled Rear Dumper with 60 Ton (54.42 Tonne) Rock Body.

2. References

The following International Standards with latest amendments, are referred to in, and form part of, the Specification:

ISO 2867	Earth-moving machinery - Access systems
ISO 3450	Earth-moving machinery - Wheeled machines - Performance requirements and test procedures for braking systems
ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications
ISO 3471	Earth-moving machinery - Roll-over protective structures - Laboratory tests and performance requirements
ISO 5010	Earth-moving machinery - Rubber-tyred machines - Steering requirements / ISO 6014 Earth-moving machinery - Determination of ground speed
ISO 6405-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1: Common symbols
ISO 6405-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2: Specific symbols for machines, equipment and accessories / ISO 6483 Earth-moving machinery - Dumper bodies - Volumetric rating
ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls
ISO 6750	Earth-moving machinery - Operation and maintenance - Format and content of manuals
ISO 7132	Earth-moving machinery - Dumpers - Terminology and commercial specifications
ISO 7457	Earth-moving machinery - Measurement of turning dimensions of wheeled machines
ISO 9249	Earth-moving machinery - Engine test code - Net power
ISO 10268	Earth-moving machinery - Retarders for dumpers and tractor-scrappers - Performance tests
ISO 10968	Earth-moving machinery - Operator's controls

3. Design Criteria

The dumper shall be capable of continuous operation for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year.

The dumper shall be suitable for 2:1 heap loading by 3 to 7 m³ excavators with rock having a density, after blasting, of 1,800 kg/m³.

4. Technical Requirements

4.1 Engine: The dumper shall be powered by an electronically governed direct injection 4-stroke diesel engine of not less than 475 kw net power measured between 1700 and 2200 r/min according to ISO 9249. The engine shall be provided with 24 V electric starting, dry type 2-stage air-cleaner with suitable dust evacuator and dust level indicator and 2-stage fuel filter with water separator. The Engine should be equipped with fully integrated electronically controlled fuel management & monitoring system with built-in protection and self diagnostic features, environment friendly & fuel efficient.

The engine shall have a water jacket cooling system, thermostatically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy-duty radiator. The system shall be capable of providing sufficient cooling to allow the dumper to continuously operate at the full rated output at the maximum ambient temperature. The moving parts of the engine shall be lubricated by an engine driven oil pump, with full flow oil filtration and cooling.

The Engine shall be equipped with an over-speed governor or suitable equivalent system. The Engine shall be provided with a heavy-duty guard (if applicable).

The Engine is to be environmentally certified / compliant (for minimum EPA tier-I) (self certification of engine manufacturer will also be accepted), fuel efficient having fully integrated electronically controlled monitoring system and self diagnostic features with built in protections. The engine electronic control module should be integrated with operating load conditions and be capable to monitor operator's and sensor's input for optimum Engine performance & reduced emission level to match EPA-non road regulation tier - I (minimum) exhaust emission limits.

The diagnostic information stored shall be for abnormal machine condition / or incorrect machine operation and prognostic information for better maintenance support. The Engine, Transmission shall provide diagnostic capability to store and retrieve sufficient data both on board as well as off board such as active, intermittent and calculated data etc of at least one month, in its memory before it is downloaded with electronic (laptop) for analysis.

4.2 Transmission: The dumper shall be provided with an off-highway minimum 6-speed fully automatic power shift hydraulic transmission with lock-up clutch. The dumper shall be provided with downshift and reverse inhibitors. Suitable protection of the transmission pan from external damage should be provided. The pan guard should be designed to minimize accumulation of dirt and debris. Suitable interlocking arrangement to be provided between parking brake and transmission gear shifting system. Facility to be provided in the dumper to restrict/control the speed of the dumper whenever required.

Signature

Signature

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4.3 Drive System:

A dynamically balanced propel shaft with universal joints at both ends should be utilised for transmission of power. Adequate means/shaft guard should be provided to prevent damage to other components in the event of failure of the universal joints. There shall be provision of retarder, Anti skid device and spin regulator in the dumper.

The final drive shall comprise a heavy duty differential with high quality bevel gear and pinions, a heavy duty planetary gear system and drive axle.

4.4 Suspension:

Front and rear suspension shall be of hydra-air type to absorb road shocks and prolong tyre life. Both the front and rear suspension should be capable to sustain rated load.

4.5 Steering:

Full hydraulic orbitrol power steering and emergency steering which complies with ISO 5010 shall be provided. Emergency steering shall be automatically activated in the event of failure of the normal steering power source. Suitable steering locking device shall be provided in steering linkage to avoid unwanted rotation of wheel when man at work under the machine in engine running condition.

4.6 Hoses

All hoses shall be fire/heat resistant / retarded type, grouped as far as possible and suitably clipped to reduce damage from scuffing. Hoses in the hot zones shall be provided with anti fire cover.

4.7 Brakes

Suitable reliable service, secondary and parking brakes which comply with ISO 3450 shall be provided.

(1) Service brakes

The front service brakes shall be air and / or oil actuated calliper type.

The rear service brakes shall be air and/or oil actuated multiple disc type and should operate automatically in the event of low air/oil pressure.

They should preferably be fully enclosed to prevent entry of dust and water, and designed for low maintenance.

(2) Emergency Brake

Provision of Automatic Emergency Brake alongwith manual Emergency Braking system, which shall be operative in the event of failure of Brake pedal, shall be provided.

(3) Parking brakes

The parking brakes should be operational even at zero air or oil pressure.

(4) Retarder

Suitable retarding system to control speed while descending gradient shall be provided.

4.8 Tyres: Rock duty, cut-resistant tyres size 24.00 x 35 – 42/ 48PR (E4 type)/ Radial, shall be provided.

4.9 Frame : The frame should be a rugged, durable construction of high strength steel and free from any stress concentration. The design must take care of all forces encountered during the operation of the dumper.

4.10 Dump Body : The type of body required on the dumper is for handling "Rock". The body capacity should have a minimum 54.42 Tonne payload based upon 2:1 heap loading. The body should be an exhaust heated, heavy duty type with high hardness abrasion resistant side, front and bottom plates. The width of the body should be such that it protrudes over the tyres to prevent damage due to spillage of material from the body. The body design should be such that the stability of the machine is maintained in all operating conditions especially during turning. A body position indicator shall be provided.

4.11 Fuel Tank

The fuel tank shall be of sufficient capacity to allow 16 hours operation without re-fuelling and be provided with a level indicator and lockable hinged filler cap. Construction of the tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel.

4.12 Lubrication System: A centralised automatic lubrication system of positive pressure type should be provided with warning alarms in the operator's cabin on failure of lubrication points.

4.13 Operator's Cab

A fully insulated, sound suppressed, air-conditioned operator's cab with safety glass, power windows, rear-view mirrors, windshield wipers & washers and ROPS which complies with ISO3471, shall be provided. Fully adjustable operator's Seat, passenger Seat, seat belt with seal belt reminder, floor mat and Blind Spot Mirror/ other suitable device (other than side and rear view mirrors) shall be provided. Steps and handrails which comply with ISO 2867 shall be provided for access to the operator's cab.

All operating controls, gauges(with colour indication for safe and unsafe working), monitoring and working signals shall be conveniently located within easy reach of the operator and comply with ISO6405-1, ISO6405-2, ISO6682 and ISO10968. The system shall be maintained by the supplier during entire contract period.

4.14 Gauges and Indicators

The following shall be provided as a minimum:

- a) Water temperature
- b) Engine oil pressure
- c) Converter/ Brake oil temperature
- d) Fuel capacity
- e) Engine tachometer/ RPM meter
- f) Engine hour-meter
- g) Speedometer
- h) Air pressure (if applicable)

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4.15 Warning Alarms/Lights

Audio/ Visual Warning Alarm/ Lights Systems shall be provided for the following:

1. **Audio Visual Warning Alarm for Reversing with flashers**, Approved type confirming to Specifications as per DGMS (Approval)/ AWA/01 dated 25-05-2010 of DGMS, with provision for :-
 1. Protection against splashing of mud and water on the pressure switch shall be provided by HEMM manufacturer.
 2. Mechanical lock may be provided to prevent un authorised tempering of the alarm
2. Parking brake actuation
3. High Torque Converter / Transmission temperature
4. Brake oil temperature
5. Low air pressure (if applicable)
6. Emergency steering
7. Low engine oil pressure
8. High coolant temperature
9. Dumping buzzer
10. Alarm for lubrication failure.
11. Warning system for operator's fatigue
12. Dump Body raised position indicator with warning
13. Load Indicator

4.16 Electrical Equipment

The dumper shall be provided with the following:

- a) 24V DC electrical system with suitably rated alternator of reputable make
- b) 24V DC Electric start
- c) Reputable makes high capacity Batteries
- d) Battery isolation switch

All electrical circuits shall be protected by adequately rated fuses/ MCB which shall be easily accessible for maintenance. At least two spare fuses (if applicable) of each size shall be provided in each fuse box. The electric wire should be heat resistant. Wires in hot zone should be properly **harnessed with** conduit (heat resistant) to avoid any fire.

4.17 Lighting

Adequate lighting shall be provided for safe nightshift operation, including the following:

- a) 4 (no) Headlights
- b) Stop and tail lights
- c) Turn signal lights (left and right) on both front and rear
- d) Fog Lamps

Headlights and rear lights shall be fitted in steel protective enclosures / areas.

4.18 Guards and Shields: Adequate guards and shields which comply with ISO 3457 shall be provided on the dumper.

4.19 AUTOMATIC FIRE DETECTION & SUPPRESSION SYSTEM (AFDSS): Automatic fire suppression system , suitable for protection from fire hazards, shall be provided on the dumper. The system should be capable for efficient operation in the extreme mining conditions with dust, dirt, water & vibrations. The system shall be confirmed to the relevant IS/BS standards and shall be suitably mounted to cover all major points on the equipments. The system shall be DGMS approved / compliant. Bidder should submit DGMS approval / Self Certificate confirming that AFDSS fitted in the Equipment shall be in compliance with the DGMS circular and materials and chemicals used in the AFDSS shall be in compliance with relevant IS standards.

4.20 Fire Extinguishers Two numbers of fire extinguishers shall be provided at strategic points on the excavator, suitably mounted in heavy duty brackets for ease of removal. The extinguishers shall be dry power (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS:2171.

5. Ancillary Equipment and Other Requirements

The following shall be provided on the Equipment :

- Full Cabin Canopy/ Cab protection spill guard.
- Pressurised radiator cap
- Head light high-beam indicator.
- Front and rear tow hooks / two lifting loops.
- Safety provision for holding the dump body in hoist condition/ Body Locking Device.
- Air-dryer Water separators in air lines (if applicable).
- Rock ejector bars/ Suitable Steel link Chain, between each set of dual rear wheels
- Tyre inflator & tyre inflation kit (if applicable)
- Pay Load Monitoring & Management System : Suitable diagnostic information storage for all system events, Pay-load Monitoring system (Load Cell), abnormal machine condition/ or in-correct machine operation and prognostic information for better maintenance support shall be provided. The Pay load Monitoring with Engine, Transmission & Braking System monitoring System shall have diagnostic capability to store and retrieve sufficient data , on board as-well-as off board such as active, intermittent and calculated data etc. of at least one month in it's memory before it is downloaded with electronic device (laptop) for analysis.

The Diagnostic Tools with all accessories such as Laptop loaded with required software - 1 no Laptop

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computer shall be provided to each project as per allocation with one additional quantity. This Laptop shall be loaded with suitable compatible software for monitoring & storing the data & parameters of Engine etc.

6. Safety Features to be incorporated on the Equipment (All the safety features provided in the equipment must comply DGMS (Tech) Circular no: 06 of 2020 dated 27.02.2020 and DGMS Regulation 216(2) of CMR (2017) :-

- a) Rear View Mirror
- b) Blind Spot Mirror
- c) Propeller Shaft Guard
- d) Tail Lamp Guard Kit / Tail lamp assembly with proper enclosure / area
- e) Audio Visual Alarm in Reverse With Flasher (**DGMS approved type**)
- f) Alternative Braking Arrangement/Two Brakes /Exhaust Brakes (In accordance with IS16479)
- g) Emergency Steering
- h) Fire/ Heat Resistant Hoses
- i) All sleeve/ conduits, where Cables/ Wires are passed, shall be **Fire/ Heat Resistant**
- j) Turbo Charger Guard & Exhaust Tube Treated with Insulated Paint
- k) Baffle plate (side of turbo charger & exhaust tubes for properly shielding from the hot zone)
- l) Mechanical Steering Lock
- m) Battery Cut-off Switch
- n) **Rear Vision System** : The system shall be provided with a Monitor, installed inside the Operators Cabin and Automatic Switch on the reverse gear actuates ultra low light camera with sufficient number of infra red LEDs installed at the rear of the Dumper which provides picture in nearly pitch dark and in poor weather conditions and a clear & sharp picture is displayed on the Monitor. The monitor and camera shall be connected by a suitable detachable cable with water proof joints and the system shall be suitable for operation in extreme climatic conditions in the Indian Open cast mines. The camera shall be housed in a fully water proof, dust proof and shock & vibration resistant case which is suitable for high pressure washing.
- o) **Proximity Warning Device** : Proximity Warning Device / System with water proof Sensors, Joints & fitments, suitable for operation in extreme climatic conditions in the Indian Open Cast Mines shall be installed. The system shall be fully water proof, dust proof and shock & vibration resistant. Copy of Type Approval, issued by the competent Authority, for the specific model of Proximity Warning device shall be provided by the supplier before commissioning of the Equipment.
- p) **Mechanical Device to Avoid Head to Tail collision of Dumpers** : Manufacturers can provide the protection through bumper extension or body extension or inherent designed geometry or strengthened cabin structure. The Anti collision device / tail gate protection device through bumper extension method or inherent designed geometry or body extension should be such that, there shall be adequate gap between the body rear edge of the front truck and the operator cabin structure of the rear truck when two trucks of the same make and capacity are standing one behind the other, centrally and longitudinally, with the bumper and rear axle extension structure touching each other. In case of body extension structure, the structure should be firmly attached on the tail portion of dump body and the height of this structure should be so designed that in the event of the collision, the adequate gap is maintained as described above. If the tail gate protection is provided through strengthened cabin structure, the manufacturer shall ensure that cabin exceeds ISO 3471's longitudinal force requirement by at-least 10% under static laboratory test condition as per ISO 3471. The manufacturer should submit a self-certificate explicitly stating that any one of the above feature, as described above is fitted in the Dumper, which shall provide additional protection to the operator and it shall not affect the normal operation of the Dumper on the gradients and its steerability, loading or dumping operations.
- q) Suitable Auto Dipping switch/ device of Reputed make
- r) Retractable Seat Belts: Similar to the seat belts fitted on front seats of the commercial passenger Cars with seat belt reminder system.
- s) Warning system for Operator's fatigue: A suitable "Driver's behavior monitoring system" with warning devices and sensors to be installed in the cabin. The device should be small in size which should not block the vision of the driver. The system shall be fully water proof, dust proof, shock and vibration resistant and should be suitable for operation in extreme climatic condition in Indian Open Cast mines as per DGMS Regulation 216(2) of CMR (2017) .

7. Performance Guarantee:

"In accordance with the provisions of clause 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 initial 12 months and 80% (Eighty percent) subsequent 36 months from the accepted date of commissioning (to be calculated annually)".

Specification Parameter *	Suppliers value *
8.1 ITEM : DUMPERS – 60T Capacity including necessary spares and consumables for 4 years (1+3 years):	
8.2 Make, Model and type of offered Equipment : Komatsu Dump Truck model HD465-7E0	
8.3 Dimensions, Weights, Technical & Performance Details	

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8.3.1 Dimensions :	
8.3.1 a) Maximum overall length	9355 mm
8.3.1 b) Maximum overall width	5395 mm
8.3.1 c) Maximum overall height, without body	4065 mm
8.3.1.d) Maximum overall height, with body	4400 mm
8.3.1.e) Loading height	3600 mm
8.3.1.f) Dump height	8800 mm
8.3.1.g) Discharge height	560 mm
8.3.1.h) Maximum body depth	1665 mm
8.3.1.i) Body target area (inside length and width at top)	6450 mm x 3870 mm
8.3.1.j) Wheel Base	4300 mm
8.3.2 Weights :	
8.3.2 a.1) Empty Vehicle - Front Axle	20257 Kg
8.3.2 a.2) Empty Vehicle - Rear Axle	22843 Kg
8.3.2 a.3) Empty Vehicle Total	43100 Kg
8.3.2 b.1) Loaded Vehicle - Front Axle	31898 Kg
8.3.2 b.2) Loaded Vehicle - Rear Axle	67782 Kg
8.3.2 b.3) Loader Vehicle Total	99680 Kg
8.3.3 Engine :	
8.3.3 a) Manufacturer's NAME & Model NAME	Komatsu SAA6D170E-5
8.3.3 b) Number of cylinders	6 Nos.
8.3.3 c) Bore	170 mm
8.3.3 d) Stroke	170 mm
8.3.3. e) Displacement	23.15 ltr
8.3.3 f) ISO Net Power and rated rpm	715 HP @ 2000 RPM
8.3.3 g) Maximum Torque and rated rpm	3324 Nm @ 1400 RPM
8.3.4 Transmission :	
8.3.4 a) Make & Model	Komatsu
8.3.4 b) Type	Full-automatic, planetary type
8.3.4 c) Number of Gear speeds (forward and reverse)	7 forward & 1 reverse
8.3.4 d) Speeds (forward and reverse)	F1 -11.5 Km/h F2 -16.0 Km/h F3 -21.5 Km/h F4 -29.5 Km/h F5 -39.0 Km/h F6 -52.5 Km/h F7 -70.0 Km/h R1-12.0 Km/h
8.3.5 Differential :	
8.3.5 a) Type and Make	Type: Spiral bevel gear Make: Komatsu
8.3.5 b) Ratio	Ratio 3.538
8.3.6 Final Drive	
8.3.6 a) Type and make	Type: Planetary gear Make: Komatsu
8.3.6 b) Ratio	Ratio 4.737
8.3.7 Suspension	
8.3.7.1 Front Suspension	
8.3.7 a) Type and Make	Type: Hydropneumatic type Make: Komatsu
8.3.7 b) Stroke	303 mm
8.3.7 c) Load - deflection rate, loaded and empty	Loaded: 858.33 Kg/cm Empty: 420.92 Kg/cm

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8.3.7.1 Rear Suspension	
8.3.7 a) Type and Make	Type: Hydropneumatic type Make: Komatsu
8.3.7 b) Stroke	140 mm
8.3.7 c) c) Load - deflection rate, loaded and empty	Loaded: 2369.93 Kg/cm Empty: 579.36 Kg/cm
8.3.8 Steering	
8.3.8 a) Type & Make	Type: Fully hydraulic power steering; Make: Komatsu
8.3.8 b) Emergency steering : Type & make	Type: Electrical pump driven Make: Komatsu
8.3.9 Brakes	
8.3.9.1 Service brakes	
8.3.9.1.1 Front Service Brakes	
8.3.9.1.1 a) Type	Caliper disc type
8.3.9.1.1 b) Actuating system	Hydraulically actuated
8.3.9.1.1 Rear Service Brakes	
8.3.9.1.1 a) Type	Oil-cooled multiple-disc type
8.3.9.1.1 b) Actuating system	Hydraulically actuated
8.3.9.1.1 Secondary Service Brakes	
8.3.9.1.1 a) Type	multiple-disc type
8.3.9.1.1 b) Actuating system	Manual pedal operation
8.3.9.1.1 Parking Service Brakes	
8.3.9.1.1 a) Type	Multiple-disc type
8.3.9.1.1 b) Actuating system	Spring applied
8.3.9.1.1 Retarder Service Brakes	
8.3.9.1.1 a) Type	Multiple-disc rear brakes act as retarder
8.3.9.1.1 b) Actuating system	Hydraulically actuated
8.3.10 Tyres:	
8.3.10 a) Make	MRF/Michelin/Bridgestone/Goodyear/BKT/Apollo
8.3.10 b) Size and type	24.00-35, Bias ply/Radial tyres
8.3.10 c) Tread	E4 type/equivalent
8.3.10 d) Ply rating	42 / 48 PR/equivalent
8.3.10 e) Rim size	17 x 35
8.3.11 Hydraulic System	
8.3.11 a) Make & model, number, flow rates, operating pressures of pumps	Annexure Enclosed
8.3.11 b) Make & model, number, piston diameters, stroke lengths of cylinders	Annexure Enclosed
8.3.11 c) Relief valve operating pressures	20.6 MPa
8.3.12 Electrical System :	
8.3.12 (a) Starter Make and Model	Nikko electric/other reputed make
8.3.12 (b) Alternator make and model	Nikko electric/other reputed make
8.3.12 (c) Batteries, number of plates and ratings	2 x 12V 170Ah/200Ah/Equivalent

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8.3.12 (d) Lighting details	a) 4 (no) Headlights b) Stop and tail lights c) Turn signal lights (left and right) on both front and rear d) Fog Lamps
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9. Guarantee – Warranty / Special Guarantee: You must ensure that there is no major breakdown due to manufacturing/ design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably.

The complete Equipment consisting of all Assemblies/ sub assemblies/ components e.g. Engine, Transmission, Differential, Final Drive, Air conditioning Systems, AFDSS, Centralized Lubrication system, Suspension system, Hyd System, Chassis/ structure, Break system. Battery, Engine Hour Meter & Auto Electrical etc. shall be covered for suitable replacement /Repairs (on merits of the case), free from all costs to the purchaser, during total 48 (forty eight) months / 20000 Hrs (whichever comes earlier) from accepted date of commissioning.

Air conditioning Systems, AFDSS and Centralized Lubrication system along with the all safety devices are to be maintained and kept operative by the supplier throughout the entire contract period.

You will be required to stock spares parts to take care of entire performance period. Spares should be available immediately for replacement against the breakdown.

10. Performance Bank Guarantee (PBG): You have to submit performance bank guarantee for 10% of the order value (landed cost) of equipment plus 1st, 2nd, 3rd and 4th year spares and consumables valid for a period of 51 months of from the date of Commissioning 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 PBG should be on equipment wise. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(EXCV)HOD, WCL(HQ)s..

10.1 For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid.

11. ERECTION & SUPERVISION: You shall be responsible for the erection and commissioning within 15 days of the receipt of complete equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower for this purpose.

12. INSPECTION AND TESTS

i. The purchaser or its authorized representative shall have the right to inspect and /or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identify of any representative retained for these purposes.

ii. The inspections and tests may be conducted at the premises of the supplier or its subcontractor(s), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(a), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv. The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the dispatch of the Goods.

v. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.


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Chief Manager(MM) P-III

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Chief Manager(MM) P-I