



WESTERN COALFIELDS LIMITED
(A SUBSIDIARY OF Coal India Limited)

MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES, NAGPUR - 440 001.
PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2 510284

Supply Order No. 11000110320181

DT: 04.12.2020

SUPPLY ORDER

To,
M/s Tata Hitachi Construction Machinery
Company Private Limited
Jubilee Building, 45, Museum Road,
Bengaluru - 560025

Vendor Code: 512063

Vendor Category: Manufacturer
email: rishi.raj@tatahitachi.co.in

Dear Sir,

- Sub : Formal Order for Supply, Installation and Commissioning of 5.0-6.0 CuM Diesel Powered (Backhoe) Hydraulic Excavators along with Spares and Consumables for 12 Months of warranty period and thereafter Spares and Consumables for a period of 72 Months under 'Stores cost cap'.
- Ref : 1. WCL Tender Enquiry no: WCL-hq-pur-yvr-ra-e049-2020-21 (tender id 2020_WCL_176912_1) (E-268838) opened on 27.08.2020, Price bid / reverse Auction held on 16.09.2020
2. Your offer / Bid ID number: 548660 and subsequent submission of shortfall / confirmatory documents
3. Your letter no THCM/WCL/5-6 CUM/Backhoe/price justification/L1 dt 21.09.2020
4. Your letter no THCM/WCL/5-6 CUM/Backhoe/price justification/L2 dt 12.10.2020
5. Your letter no THCM/WCL/5-6 Cum/backhoe/price justification/L3 dt 12.10.2020
6. Your letter no THCM/WCL/5-6 Cum/backhoe/price justification/L4 dt 06.11.2020

This has reference to above. We are pleased to place Formal Order on you for the supply of 5.6 CuM Diesel Powered (Backhoe) Hydraulic Excavators (Replacement requirement / NCD) along with Spares and Consumables for 12 Months of warranty period & thereafter Spares and Consumables for a period of 72 Months under 'Stores cost cap' 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 price Rs.	Extended value Rs.
Tata Hitachi make EX1200V model, Hydraulic Excavators with 5.6cu.mtr bucket powered by Cummins make Engine model QSK23C; Including 2 additional Buckets for 6 machines as per scope of supply and detailed technical specifications enclosed; (replacement requirement / NCD) Materials code : 15593000004	6	3,65,55,473.00	21,93,32,838.00
Freight for 6 equipments @ Rs.7,00,000.00 per equipment	6	7,00,000.00	42,00,000.00
Insurance for 6 equipments (Inclusive)			0
FOR Destination price of 6equipments			22,35,32,838.00
GST @ 18% on equipment + freight + Insurance			4,02,35,910.80
Sub total of 6 Equipments with freight & GST			26,37,68,748.80
Basic Price of Spares and consumables for 1 year warranty and Stores Cost Cap for 6 years (year-wise breakup is as under) for 6 equipments	6	5,87,78,941.00	35,26,73,646.00
GST on Spares and consumables for 1 year warranty and Stores Cost Cap for 6 years (year-wise breakup is as under) for 6 equipments	6	1,05,82,546.68	6,34,95,280.08
Total Cost of 6 eqpts, Spares & consumables for 1 year warranty and Stores Cost Cap for 6 years, before availing ITC on GST			67,99,37,674.90
TCS @ 0.1% on total value of equipments, spares for 7 years before availing ITC on GST			6,79,937.67
Total cost of equipments, spares for 7 years before availing ITC on GST + TCS @ 0.1% on total value			68,06,17,612.57

Value of order: **Rs.68,06,17,612.57** (Rupees sixty eight crores six lakhs seventeen thousand six hundred twelve and paise fifty seven only)

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Year-wise break-up of value of spares Cost Cap and GST for each equipment are as under:-

Year	Price of spares and consumables / stores cost cap in Rs.	GST on spares and consumables Rs
1 st year **	22,54,466.00	4,08,141.00
2 nd year	51,97,299.00	9,35,514.00
3 rd year	76,05,201.00	13,68,936.00
4 th year	1,53,19,238.00	27,57,463.00
5 th year	1,30,55,526.00	23,49,995.00
6 th year	94,38,787.00	16,98,982.00
7 th year	59,08,424.00	10,63,516.00
Total	5,87,78,941.00	1,05,82,546.00

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

****:** 1st year spares required during initial 12 months operation to be supplied along with the equipment as per list enclosed.

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, for FOR destination supply, Freight charges shall be paid extra as applicable against documentary evidence subject to ceiling of Rs.7.00 lakhs 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 Tata Hitachi Construction Machinery Company Pvt. Ltd, Village-Rupnarayanpur, Post office - Jakpur, Kharagpur- 721301. Paschim Medinipur District, West Bengal and supply of spares will be made from Tata Hitachi Construction Machinery Company Pvt. Ltd. C/o M/s Mann Engineering Company, Durgapur OCM, Dist- Chandrapur, Maharashtra 442404.

2. **GST:** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable on equipment is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You should upload the Tax Invoices/ Debit Note/ Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you. The present rate of GST applicable on individual items of spares is as per Annex C, enclosed.

3. **Delivery:** The delivery shall be completed within 5 months to be reckoned from the 7th day of order date. Early supplies are acceptable. 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.

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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:-

i) In accordance with the contract specifications.

ii) The equipment shall have no defects arising out of design, material or workmanship & the Complete Equipment shall be warranted for 12 months from the accepted date of commissioning.

You shall cover for total equipment so that ultimate responsibility lies only with the Equipment supplier although components may be supplied by different suppliers to you."

iii) The Equipment will be warranted against any manufacturing defects / workmanship for a period of 12 months from date of commissioning. Any defect observed on this account shall be attended to immediately.

In the event of any breakdown or failure of performance due to defects in materials, design, 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 immediately, at site 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, GST, Insurance, Inland transportation charges etc. as applicable to ensure free delivery of warranty replacement at WCL sites.

In the event that the operation of the plant is inhibited or frustrated as a result of any design defect or a flaw in the workmanship, materials in the Equipment/ component then the period referred in the clauses for Composite Warranty/ Guarantee & Performance Guarantee shall be extended for a suitable period and you will have to undertake appropriate action for suitable rectification/ modification on the Equipment on topmost priority basis.

b) Special Guarantee: Following guarantee will apply for different component/ Sub assemblies from the date of commissioning:

1. Complete Engine System: 24 Months or 8000 Hrs, (whichever is earlier). In case of failure of engine system within 8000 Hrs, the failed components of the Engine system shall have to be replaced / repaired depending on the merit of the case free of cost by the supplier.
2. Under Carriage: 24 Months or 5000 Hrs whichever is earlier.
3. PTO, Hyd Pumps, Motors, Cylinders, Final Drive and Swing machinery: 24 Months or 6500 Hrs whichever is earlier.
4. Ring Gear and Swing Pinion: 24 Months or 6000 Hrs whichever is earlier.
5. Boom & Arm: 36 Months or 10000 Hrs whichever is earlier.
6. Chassis and Structure: 36 Months or 10000 Hrs whichever is earlier.
7. Battery: 18 Months from the date of Fitment (To be Replaced free of cost throughout its life i.e 84 Months or 35,000, whichever is earlier) at no cost to the Purchaser.

Air conditioning Systems, AFDSS and Centralized Lubrication system along with the all safety devices are to be maintained and kept operative by deploying the specialized technical personnel by the supplier throughout the entire contract period. In case of failure in maintaining the above system the machine will be treated as "Deemed Breakdown" as per clause no B.7.3.4.

C. Guaranteed Availability: In accordance with the provisions of clauses 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) during initial 3 (three) years operation and 80% availability during remaining 4 (four) years of the performance period of the total 7 years/ 84 months performance period, (to be calculated annually) from the accepted date of commissioning.

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 to 7th year spares and consumables valid for a period of 87 months of from the date of Commissioning of EQUIPMENT to cover the guarantee period i.e. for Rs. 6,80,61,762.00 (rupees six crores eighty lakhs sixty one thousand seven hundred and sixty two) 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.

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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(Excav), CIL, Bangalore / representative of GM(Excav) 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 84 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.

Freight charges shall be paid at actual subject to ceiling of the above given prices.

For payment of Spares and consumables for 6 years after 12 months of warranty period from the date of commissioning of the equipment: 100% Payment for spares and consumables for 2nd to 7th 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 three 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. 2,04,18,529.00 (rupees two crores four lakhs eighteen thousand five hundred and twenty nine only). 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 3% 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 material 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

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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). 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.

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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
1 no	Bhatadi OC : 1 no	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Dist:-Chandrapur (M.S)-442 403
2 nos	Neeljai OC: 1 no; Mungoli OC: 1 no :	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO : Ghugus Colliery, Dist:-Chandrapur (M:S)-442 505
3 nos	Sasti OCM : 3 nos;	Ballarpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO: Sasti Colliery, Dist:-Chandrapur (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 7th year of operation.

12. EFT Details (Bank mandate submitted by you is enclosed at Annexure "J")

Name of the Bank	HDFC Bank Ltd
Branch & Location	Kasturba Road Branch, Bengaluru 560001
Account Number	00090110000132
Nature of Account	Cash Credit
IFS CODE of the Branch	HDFC0000009

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.

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- (iv) Warranty / Guarantee certificate, if applicable.
- (v) Manufacturer's test certificate, if applicable.
- (vi) DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- (vii) Price Certificate and Price Fall Certificate
- (viii) Any other document indicated elsewhere in the order & specifications

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

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

16. Force Majeure Clause: If 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 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:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to

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Supply Order no 11000110320181 dt 04.12.2020 for supply of Hydraulic Excavators; M/s Tata Hitachi Construction Machinery Company Private Limited

provide any genuine and bonafide reason for the delay in supply.

c) 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 our own make and have been actually manufactured in our 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:

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.


04/12/2020

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

Yours faithfully


4/12/2020
(N V Raghu Babu)
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 year of operation

Annexure-D: Major Bought out items list

Annexure-E: Oil and Lubricant chart

Annexure-F: Erection chart

Annexure-G: Maintenance Schedule

Annexure-H: Bank Mandate

Annexure-I: Security Deposit Bank Guarantee format

Annexure-J: Performance Bank Guarantee format

Annexure-K: General Conditions of the Contract

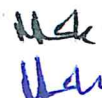
Copy to :

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. AGM / SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Chandrapur / Wani / Ballarpur
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. Rs.68,06,17,612.57
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, Kolkata 700156, West Bengal

This is issued with the approval of Board of Directors in their 327th meeting held on 27.11.2020, whose relevant excerpts from the minutes are circulated by Company Secretary vide WCL/Office of CS/BM-327/2020-21/652 dt 04.12.2020

Indent details: Indent No. 1488 dated 04.08.2020.



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Supply Order no 11000110320181 dt 04.12.2020 for supply of Hydraulic Excavators; M/s Tata Hitachi Construction Machinery Company Private Limited

Budget Reference:

Capital Budget : WCL/CAP/HEMM/2020-21/12/05/39 Dated, 04.12.2020 for Rs.50,96,50,357.00 (Fifty crore ninety six lacs fifty thousand three hundred fifty seven) only.

Revenue budget: (Provisional)

Year	BC reference	BC Date	Value Rs.
2021-22	WCL/REV/HEMM spares/2021-22/09/18/131	04.12.2020	4,17,045.10
2022-23	WCL/REV/HEMM Spares/2022-23/09/18/131	04.12.2020	7,01,54,746.16
2023-24	WCL/REV/HEMM Spares/2023-24/09/18/131	04.12.2020	11,35,51,210.85
2024-25	WCL/REV/HEMM Spares/2024-25//09/18/131	04.12.2020	19,95,19525.25
2025-26	WCL/REV/HEMM Spares/2025-26/09/18/131	04.12.2020	15,10,55,488.96
2026-27	WCL/REV/HEMM Spares/2026-27/09/18/131	04.12.2020	12,34,88,733.33
2027-28	WCL/REV/HEMM Spares/2027-28/09/18/131	04.12.2020	7,67,47,813.06


04/12/2020
Chief Manager(MM)


4/12/2020
Chief Manager(MM)


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TECHNICAL SPECIFICATIONS

1. SCHEDULE OF REQUIREMENT

Description	Quantity
Supply, Installation and Commissioning of 5.0-6.0 CuM Diesel Powered (Backhoe) Hydraulic Excavator along with Spares and Consumables for 12 Months of warranty period from date of commissioning and thereafter Spares and Consumables for a period of 72 Months under 'Stores Cost Cap' Including 2 nos additional Buckets for 6 machines (Replacement required / NCD)	6 Nos.

2. Technical specification:

PART A

A. Scope of Supply.

A.1 Equipment Package.

You are required to provide a complete package of Equipment for the supply of Diesel Powered Hydraulic Excavator with Backhoe (Standard Rock Bucket) attachment of capacity 5.0 - 6.0Cu.Mtr bucket capacity for material density of 1800 kg/m³, Accessories, Spare Parts, Consumables for 7 years (84 months) 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 Spares, for Operational, Maintenance and standby/ contingency including Filters, Hoses, O-rings/ Gaskets etc, pertaining to all the systems of Equipment (including standard Engine filters etc), and Consumables including Battery, Auto Electricals, Coolant, Wear Materials eg Bucket, Tooth Points, Adaptors & Ground Engaging Tools etc (herein after collectively referred to as "Spare Parts and Consumables" unless the context specifies otherwise), shall be supplied by you as per the terms of the order.

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

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

- i. Spare Parts and Consumables, required for initial 12 Months operation.
- ii. Float Bucket Assy. - **Two Nos.** shall be supplied and maintained by you, for effective Bucket Management of Hyd. Excavator Backhoe 5.6 cu.mtr. (bucket capacity) fleet of 6 nos. Machines, which shall be repaired /maintained and kept ready by you. The Bucket assy shall be made available by you to the projects, for direct replacement against exchange of the working bucket.
- iii. First fill of all Oils, Grease and Lubricants needed for tests and commissioning of each equipment.
- iv. Tool kit, which shall include any special tools required for erection, commissioning and for the Maintenance & repair of the Equipment. The following Special Tools, generally required for repair, Maintenance & Trouble-shooting/ Testing of Major sub-Assemblies, shall be provided, in addition to any other special Tools required for the Equipments :-
 - a). Hydraulic pressure gauges of different ranges with Hyd hoses & necessary adopters, required for Hydraulic pressure setting and trouble-shooting.
 - b). Socket set with torque wrench of reputed make, covering all sizes of high torque bolts used on the offered Equipment
 - c). Digital Multimeter of reputed make & quality, for trouble shooting and setting of parameters.
 - d). Dial Indicator Gauge with Magnetic base.
 - e). Cartridge filter opening tool, if required.
 - f). Accumulator charging kit (if accumulator is provided in the Hydraulic System).
 - g). Air conditioner Charging Kit (including Vacuum Pump for cabin cleaning)

Any other tool (if required), over and above the offered tool kit/ special tools, shall be provided by you at no cost to purchaser during the contract period.

- v. A separate Hydraulic Pump of suitable capacity shall be installed on the Equipment for filling/ Transfer of Hydraulic Oil of different grades, from standard 200 Litre Barrel to the respective Hydraulic Tanks on the Equipment. The Pump shall operate on 24 Volts DC, through power supply from the Equipment.

(II) Year wise Spare Parts & Consumables for subsequent 6 years operation, out of total 7 years, in accordance with your recommendations shall be delivered, as and when required based on the Joint Inspection between your representative and the Engineer In-charge of the concerned project, throughout the balance period of 72 (Seventy two) Months, of the total Guaranteed period of 7 years (84 months) from the accepted date of commissioning.

- a. You shall provide the List for major Spares, Seal Kits, Hoses, O' rings and Subassemblies like Engine, PTO, Hydraulic Pumps, Hydraulic Cylinders etc to be maintained as "Minimum Inventory" in their Depot

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W. Kumar 9/137