



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 : 0712-25 10284

Supply Order No. 12000110320182

DT: 04.12.2020

SUPPLY ORDER

To,
M/s BEML Limited
Vth Floor, Unity Building,
J C Road, Bangalore - 560002

Vendor Code : 416002
Vendor Category : Manufacturer
FAX : 0712-2249997

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: 549355 & subsequent submission of shortfall / confirmatory documents
3. Your letter no BEML/MN/209/WCL/BE1000-1/651 dt 21.09.2020
4. Your letter no BEML/MN/209/WCL/BE1000-1/721 dt 12.10.2020

This has reference to above. We are pleased to place Formal Order on you for the supply of 5.0 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, General conditions of the contract supply enclosed:-

Description	Ordered qty nos	Unit price Rs.	Extended value Rs.
BEML make BE1000-1 model , Hyd Excavators 5.0 cu.mtr capacity (Back-hoe) powered by Cummins make Engine model QSK19C ; Including 2 additional Buckets for 5 machines; as per scope of supply and detailed technical specifications enclosed. Replacement requirement (NCD); Material Code: 1551800001	5	3,65,12,000.00	18,25,60,000.00
Freight and Insurance for 5 equipments			Inclusive
GST @ 18% on equipment + freight + Insurance			3,28,60,800.00
Sub total of 5 Equipments with GST			21,54,20,800.00
Basic Price of Spares and consumables for 1 year warranty and Stores Cost Cap for 6 years (year-wise breakup is as under) for 5 equipments	5	5,89,87,138.24	29,49,35,691.20
GST on Spares and consumables for 1 year warranty and Stores Cost Cap for 6 years (year-wise breakup is as under) for 5 equipments	5	1,06,27,984.84	5,31,39,924.20
Total Cost of 5 eqpts, Spares & consumables for 1 year warranty and Stores Cost Cap for 6 years before availing ITC on GST			56,34,96,415.40
TCS @ 0.1% on total value of equipments, spares for 7 years before availing ITC on GST			5,63,496.42
Total cost of equipments, spares for 7 years before availing ITC on GST + TCS @ 0.1% on total value			56,40,59,911.82

Total Value of the order: Rs.56,40,59,911.82 (Rupees fifty six crores forty lakhs fifty nine thousand nine hundred eleven and paise eighty two only).

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	2446384.00	450649.12
2 nd year	5641997.24	1015559.46
3 rd year	10100500.00	1818090.00
4 th year	15400000.00	2772000.00

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5 th year.	9910417.00	1783875.06
6 th year	9582840.00	1724911.20
7 th year	5905000.00	1062900.00
Total	58987138.24	10627984.84

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

* Note: To be supplied along with the equipment

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. Safe arrival of the consignment at destination shall be your responsibility. Supply of Equipment will be made from BEML Ltd, KGF and supply of spares and consumables will be made from BEML Ltd, Chandrapur.

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.

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."

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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 be 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. 5,64,05,992.00 (rupees five crores sixty four lakhs five thousand nine hundred and ninety two only) 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

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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.

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: Exempted being PSU.

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.

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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.

9. Security Deposit: Exempted being PSU.

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

Qty	Project allocation	Area	POSTAL ADDRESS OF THE CONSIGNEE
2 nos	Gauri expn OCM: 1 no Gouri deep OC - 1 no	Ballarpur.	The Depot Officer, Regional Stores, Western Coalfields Limited, Ballarpur Area, PO : Sasti, Distt:-Chandrapur (M.S) Pin: - 442 701
2 nos	Padmapur OC - 1 no; Durgapur Exp deep-1 no	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Distt:-Chandrapur (M.S)-442 403
1 no	Kamptee OC	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur area PO: Silewara 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 along with the equipment) and Area Finance Managers of respective areas for the Spares and consumables for 2nd to 7th year of operation.

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

Name of the Bank	State Bank of India
Branch & Location	Kingsway, Nagpur
Account Number	11172255258
Nature of Account	Current Account
IFS CODE of the Branch	SBIN0000432

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.

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- (iii) Consignment note / RR/ LR in original.
- (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, un damaged 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."

16. 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".

17. 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. "

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

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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.

19. **Manufacturing certificate:** As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

"Certified that the items supplied and included in this bill/ invoice are our own make and have been actually manufactured in our works situated at _____ (address of the factory)

20. **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


21. **Arbitration Clause :** "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."


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.

Yours faithfully


04/12/2020
(Dr. Y. Venkata Ramana)
Chief Manager (MM)


5/12/2020
(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-H:** Performance Bank Guarantee format
- Annexure-I:** General Conditions of the Contract

Copy to :

1. GM(Excav) HOD, WCL(HQ), Nagpur
2. AGM / SO(Excav)/SO(MM)/AFM/Depot Officer, WCL, Ballarpur/ Chandrapur / 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. 56,40,59,911.82
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(Excav), 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 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



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Indent details: Indent No. 1488 dated 04.08.2020.

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

[Signature]
04/12/2020
Chief Manager(MM)

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04/12/2020
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)	5 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 5.0 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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throughout the year, in the beginning of every financial year, in proportion to the population of equipment supplied.

- b. All the Spares, Seal Kits, Hoses and Subassemblies supplied during the subsequent 6 years operation will also be warrantable for minimum 12 months of operation and will be replaced by you with "No Cost to the Purchaser" in case of failure.
- c. Items as indicated in special guarantee, when supplied during the contract period, will cover the same period of warranty / guaranty as mentioned in clause 9 of schedule -VI of NIT.

A.3 Information & Drawings & Manuals

You shall provide : -

(a) Two suitable illustrated sets of Operating, Repair, and Maintenance instructions for the Equipment, written in the English language, substantially bound in book form, with Each Equipment along with the Two sets of "Soft Copy" (in pen drive/ CD).

One SET of the Manuals shall be supplied to the office of GM(Excav)HOD, Excavation deptt WCL(HQ) Nagpur along with the Two sets of Soft Copy (in pen drive/ CD).

(b) Two suitably illustrated SETS of 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(Excav)HOD, Excavation deptt WCL(HQ) Nagpur.

In addition to the Equipment drawings, where appropriate you shall supply detailed drawings illustrating erection/assembly site(s), foundation and accommodation requirements for such items as drive motors, switch installations, etc (wherever applicable).

A.4 Erection/Assembly, commissioning and Performance Testing :

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

The Service Engineers/ Technicians shall remain at site for the 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 give a comprehensive training to the WCL Employees regarding Hydraulic Systems, Circuits & Trouble shootings. The basic training shall include Audio Visual presentation at WCL's site/ project/ Training Institute. The training shall be for a duration of 2 days at maximum 4 locations. You shall also be responsible for the provision and delivery content of any suitable training program necessary for operation and maintenance of the equipment, for safe & efficient operation.

PART- 'B'

B. GENERAL REQUIREMENTS.

B.1 Geography and Climatic Conditions.

Elevation : The natural surface varies from 100m 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^o C to Maximum 55^o C

Rainfall : The mean annual rainfall is 1000 mm. 90 to 95% of which may fall in rainy season from June to October.

Wind : Generally April to September - South to South Westernly & October to March - North Westernly

Speed - 8 Km per hr average and 100 Km per hour (max.).

Under foot Slushy and highly abrasive -

B.2 Goods (Equipment & Machinery)

Detailed specifications of the equipments to be supplied are given in **Part "C"** of this section.

In general all items shall be -

New, unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future.

Designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified.

Designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts.

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 Equipments and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All equipments items provided shall be designed to be compatible within the proposed overall Scope of Supply.

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.

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B.3 Standard:

(a) Beside conforming to the standards specified in the equipment specifications in Part- 'C', the equipment shall also has 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 System International Units (S.I.).

B.4 Suppliers Responsibility.

You shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This order identifies only the major items required for the installation and you shall ensure that the total supply includes all necessary equipments for it to function effectively and safely. Any additional items you considers necessary to ensure compliance with such requirements shall be identified and included.

If you observes that this specification documents contains any anomalies, ambiguities, flaws, errors or omissions, you shall immediately bring these to the attention of the Purchaser.

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

B.5 AFTER SALES SERVICE & SPARE PARTS SUPPORT

B.5.1 After Sales Support :-

The necessary after sales service & Support Net work for the Equipment should be available in India, to support the product. You shall ensure proper support for the Equipment by ensuring availability of sufficient skilled service personnel and Ex- stock availability of spares parts in the spare parts depot/ ware house and necessary servicing facilities, preferably in or around the mining area of WCL, to take care of any emergency/ unforeseen breakdowns and to ensure maximum availability of the Equipments, throughout its life/ performance period.

The firm should have their own office and suitable establishment for services & sub assemblies/ assemblies repairs facilities in India, for support of the after sales services & Spare parts supplies.

Sufficient Semi skilled/ un-skilled man power for the maintenance shall be provided by the project while you shall exclusively depute minimum One qualified Service personnel for every 3 machines or part there-off.

Hence two Nos (Min) qualified Service personnel shall be exclusively posted by You to ensure proper service support to the fleet of Hyd Excavators (Backhoe) Machines, throughout the warranty/ performance period.

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, Seal Kits, 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), in accordance with your recommendations for 84 (eighty four) Months from the accepted date of Commissioning. Necessary Oil & Lubricant, required for Commissioning & Testing shall be supplied by you, within the contract.

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

You shall stock & maintain sufficient inventory of Spares & Consumables, required for all maintenance & repairs of Equipment during complete contract period. Management and storage of Spares & Consumables for 2nd year onwards after completion of warranty period from the date of commissioning (for EACH project/ Unit) will be under scope of the firm. The Spares & Consumables shall be supplied by you, to the concerned Engineer In-charge, on as and when required basis and records of the same shall be maintained under Stores COST CAP on yearly basis, during entire contract period, beyond Warranty period.

The Stores operated by firm should be GST registered storage facility, or else you will have to get the Stores registered with GST authorities immediately or latest within two months from the commissioning of first Equipment, for the respective project/ unit. Spares & Consumables for Equipment shall be drawn by the authorised representative of Project Engineer as and when required. The materials shall be routed through Regional /unit stores of concern project. Fortnight Inspection report regarding the health of the equipment including all safety features, AC, AFDSS, and Centralised Lubrication system by OEM will be prepared Jointly with project authorities for short term and long term planning and replacement of spares and the inspection Reports will be sent to Area for recording purpose. The Joint Inspection report shall be the basis of supply of spares under Stores COST CAP

You shall submit the certified PRICE LIST, covering all Spares & Consumables and Assemblies / sub-assemblies etc, on yearly basis well in advance, which shall remain valid at least for a period of one year from the date of applicability. The payments during the year shall be made as per the prevailing Price list only (on monthly basis). The price list approved by WCL shall be made applicable for the items covered in the Price list.

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For items, which are not covered in the price list, you shall submit certified copy of their supplementary price list valid atleast for a period of one year from the date of applicability, which are subject to Price fall clause you shall stock & maintain sufficient inventory of Spares & Consumables, required for all maintenance & repairs of Equipment during complete contract period. Management and storage of Spares & Consumables (for EACH project/ Unit) will be under scope of the firm.

Statement of consumption of Spares and consumables with Value for EACH Month, shall be signed by the project authorities. Equipment-wise record of supply of Spares & Consumables and balance provision for the Year & Contract period (beyond warranty period), duly signed by You jointly with project authorities, shall be maintained by the Area.

In case, value of Spares & Consumables required during any particular year exceeds the Spares Cost CAP Value for the year, you shall continue to supply the required Spares & Consumables FREE OF COST to maintain the level of Guaranteed Availability for that year.

B.5.2.2 The assessment of the bidder of the Spare parts & Consumable requirements shall be based upon the expected 5000 ± 500 (five thousand plus or minus Five Hundreds) working hours per year, on average basis. Spares, assemblies, sub-assemblies, consumables etc required during warranty period and over & above the Annual Stores COST CAP Price, during the period of 84 months or upto 35,000 working hours shall have to be supplied by you free of cost. Any requirement of Spares, assemblies, sub-assemblies, consumables etc during the period of 84 months, if required beyond 35,000 working hours, shall have to be supplied by you at extra cost.

B.5.2.3 You shall maintain sufficient inventory of spare parts & consumables for normal operation to ensure optimum availability & proper maintenance of the Equipment.

In the event that the Spare Parts and Consumables, as maintained by you, in any way fall short of actual requirements during the period for which they are said to be adequate, you shall immediately arrange and supply all such additional Spare Parts and Consumables, at the final destination. In case of non availability of any of the required item, such additional Spare Parts/ Consumables shall be arranged & provided by you to the Purchaser, free of all costs and shall be transported to Site by air freight internationally and by air/ rail/ fastest 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 & B.5.2.3 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.5.3 Emergency Spare Parts: You shall ensure that spare parts required urgently for repair of break-down equipments, are supplied at over riding priority.

In case the required spares, for breakdown equipment, are not available in the inventory maintained in the local depot, the same should be immediately made available from nearest available stock or diverted from the production line in the factory. Arrangements will be made by the bidder to air lift the required spares and supply the same immediately to facilitate early re-commissioning of the breakdown equipment.

B.5.4 Lifetime Spare Parts: You have undertaken and guarantee to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreements of all Spare Parts and Consumables as may be required for maintenance and repair of the equipment 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 10 (ten) Years from taking over.

B.5.5. Oil, Lubricants and Fluids:

You shall provide to the purchaser a detailed List with standard grades of Oils/ Lubricants & fluids with the replacement schedules, for operation and maintenance of the equipment. The schedule shall indicate the standard grades, equivalent reference number(s) available in India, (approved/ acceptable by You) appropriate international standards grades/ number(s) and estimated annual consumption etc.

B. 5.6 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 warranted for 12 months from the accepted date of commissioning.

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The warranty 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."

c) 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 you in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by you 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 supplier will be have to undertake appropriate action for suitable rectification/ modification on the Equipment on topmost priority basis.

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 its 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 7.2 Guarantee

B7.2.1 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.

Down time 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 .
- b) planned preventive maintenance programmes,

It shall not however 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; it's Agents or representatives.

Down time shall also specifically include all hours lost due to failures determined to be failures within guarantee period.

You shall state the number of hours per day required to carry out (a) and (b) above.

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. Providing normal and proper maintenance, including preventive maintenance in accordance with You's standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares.
- iii. Providing cooperation to all Supplier's authorized 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
 - b) Terrain area
 - c) Berch preparation.
 - d) Reasonable floor conditions.
- v. Providing all Supplier's authorized representatives access at all reasonable times to the machines service and repair facilities.

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

vii. In order to ensure the optimum availability and achievement of the guaranteed availability during the performance period, you shall plan & undertake complete major repairs/ overhaul of the Equipment, suitably after completion of 3 years. The required spares & assemblies/ sub-assemblies for the repairs shall be supplied/ arranged by you before taking the Equipment for planned repairs. The period of this planned repairs (maximum 15 days- one time) shall not be counted as down time for computation of the Availability, against the performance guarantee clause.

B.7.2.3 Waiting time for maintenance shall not be taken as downtime

B.7.2.4 The average routine maintenance hours shall not be more than two hours per day. In case the site personnel of WCL are unable to carryout the daily maintenance in two hours in such case you shall carry out the maintenance within two hours and train the project personnel to enable them to carry out the normal routine maintenance within two hours every day. In the event the project personnel are unable to carry out the routine maintenance in two hours time every day even after the demonstration & training by you, the time taken over & above two hours by the project personnel will not be counted as downtime.

B. 7.2.5 You will promptly report any breakdown in any major sub assembly/ assembly to the concerned Head of Excavation Department of the subsidiary company.

B 7.3 Effect and Duration of the Performance Guarantee :

B.7.3.1 The 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 In accordance with the provision under clauses No '6' (part- 'C') of Technical Specifications, the guarantee shall remain effective for 7 years (84 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, wherever fails to achieve the Availability specified for the Equipment, at any stage during entire 7 years (84 months) period (on annual basis), you shall be liable to pay as Penalty to the Purchaser, as indicated hereunder for each Equipment:

a) 1 % of the contract price of the equipment for every percentage reduction from the Guarantee Availability, for reduction upto 10% (per year).

b) Maximum Penalty (per year) for non achievement of the Guaranteed Availability shall be 10% of the contract price of the Equipment.

c. Maximum Penalty for non achievement of the Guaranteed Availability shall be 70% (per Equipment for entire Seven years period) of the contract price of the Equipment.

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 spares 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 7.3.5 SPECIAL CONDITION :

For close monitoring of the performance of equipment under warranty, the Project authority must furnish the following information as per specified proforma on monthly basis to the Area Staff Officer (Excav). On completion of the Performance Guarantee period, a consolidated statement in the said proforma must be sent to GM(Excav)/HOD of the subsidiary company for judgment regarding performance of the equipment. The project authority must not give any performance certificate directly to the equipment supplier.

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 recognized quality assurance standard such as ISO 9000.

B.8.2 You shall provide facilities to Purchaser or their authorized representatives, when so required by them , 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 purpose of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

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PART - 'C'

EQUIPMENT SPECIFICATION

HYDRAULIC EXCAVATOR, 5.0 - 6.0 M³ BUCKET CAPACITY, (BACKHOE).

1. Scope Of Specification

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a self-propelled, crawler mounted diesel powered Hydraulic Excavator with 5.0 - 6.0Cu Mtr Backhoe bucket.

2. References

The following International Standards are referred to in, and form part of, the Specification. Up-dation against the same (where ever applicable) shall be accepted:-

ISO 2867 Earth-moving machinery - Access systems

ISO 3457 Earth-moving machinery - Guards and shields - Definitions and specifications

ISO 4557 Earth-moving machinery - Excavators - Operator's controls

ISO 6014 Earth-moving machinery - Determination of ground speed

ISO 6015 Earth-moving machinery - Hydraulic excavators - Methods of measuring tool forces

ISO 6405-1 Earth-moving machinery- Symbols for operator controls and other displays Part 1: Common symbols

ISO 6405-2 Earth-moving machinery-Part 2 : Specific symbols for machines, Equipment and accessories

ISO 6750 Earth-moving machinery - Operation and maintenance - Format and content of manuals

ISO 7135 Earth-moving machinery - Hydraulic excavators - Terminology and commercial specifications

ISO 8643 Earth-moving machinery - Hydraulic excavator and back-hoe loader boom lowering control device - Requirements and tests

ISO 9249 Earth-moving Machinery - Engine test code - Net Power

ISO 7451 Earth-moving Machinery - Volumetric ratings for hydraulic excavator buckets and backhoe loader buckets.

3. Design Criteria

The Excavator shall be capable of continuous digging for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year in hard, slushy, highly abrasive, blasted sandstone/ rock having a density 1,800 kg/m³ after blasting or in coal having a density 1,150 kg/m³ after blasting.

The Excavator shall be suitable for 3:1 heaped loading of 50Ton to 85Ton capacity Rear Dumpers and suitable for operation in an ambient temperature from 0°C to 55°C and relative humidity of 98%.

The Excavator shall have the following working ranges:

i. Maximum Digging/ Cutting Height Not Less Than 12.25 Mtrs.

ii. Maximum Digging Reach Not Less Than 13.75 Mtrs.

iii. Maximum Digging Depth Not Less Than 7.80 Mtrs.

iv. Maximum Dumping Height Not Less Than 8.00 Mtrs.

The bucket digging force measured in accordance with ISO 6015 should be not less than 15,000 kg/m of bucket width. The ratio of arm or bucket digging force to operating weight should preferably be equal to or less than 0.65.

4. Mechanical Specification

4.1 Bucket

The excavator shall be supplied with a Hard Faced, Heavy Duty Rock Bucket of 5.0 - 6.0 Cu Mtr. capacity, rated according to ISO 7451 PCSA/SAE, suitable for BACK HOE application. The specific weight of bucket material shall not less than 7800 kg/m³. The tooth points supplied with the bucket shall also be hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the bucket.

4.2 Boom & Arm

The boom and arm should be a rugged durable construction of high strength steel and free from any stress concentrations. The design must take care of all forces i.e. bending, torsion, compression, etc. encountered during operation of the equipment. Sealed bearings should be provided at pivot points. The bucket attachment connecting pins shall be sealed and lubricated.

4.3 Engine

The Excavator shall be powered by a direct injection 4-stroke turbo charged diesel Engine (Electronically controlled) delivering not less than 445 KW net power, measured between 1700-2200 RPM according to ISO 9249.

The Engine shall be provided with 24V electric starting, dry type 2-stage air-cleaner with dust level indicator and 2-stages fuel filter with water separator. 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 Excavator to continuously operate at the full rated output at the specified ambient temperature. The radiator cap shall be fastened with body with the help of suitable capacity chain / locking arrangement. The construction of tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel.

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 (if applicable) and all safety appliances.

The engine is to be environmentally certified for minimum EPA, Tier - I or equivalent or higher, fuel efficient having fully integrated electronically controlled monitoring system and real time self diagnostic features with built in protections. The Engine electronic control module should be fully integrated with all the systems of

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power train for all operating conditions and be capable to monitor operator's and sensors input for optimum engine performance and reduced emission level. (Certificate for EPA Tier-I of equivalent or higher to be enclosed).

A suitable electronic tool (Laptop) loaded with compatible software and all related accessories shall be provided project wise along with special tools for retrieval and analysis of recorded critical parameters of self -diagnostic features, real time monitoring and equipment health monitoring system fitted with the equipment.

Compatible Software loaded in electronic tool (laptop) should be warranted for entire contract period or more.

4.4 Operating Weight: Operating weight of the machine should not be less than 95,000 Kg, for the definite boom, arm and bucket combination offered in the bid.

4.5 Hydraulic Drive System

The Excavator hydraulic system should preferably be directly powered by the prime mover for efficient operation of slew and travel motors and the front end applications. The hydraulic pumps, motors and cylinders should be field proven large heavy duty type and have suitable in-built protection from surge, cavitations, loss of oil due to hose leakage or burst, etc. As far as practicable, reputable single make pumps, motors, cylinders and valves, etc. shall be used in the machine.

Adequate filtration of hydraulic oil with provision of warning alarm in case of blockage of filter shall be provided. An adequate and effective hydraulic oil cooling system shall also be provided.

All hoses shall be grouped as far as possible and suitably clipped to reduce damage from scuffing.

A boom lowering control system which complies with ISO 8643 shall be provided.

4.6 Swing System

An independent hydraulic system should be provided for the swing motion. An upper structure swing lock system shall be provided.

4.7 Propel and Steering

Independent crawler drive with independent fail-safe braking system and hydraulically operated emergency and parking brakes shall be provided.

4.8 Undercarriage

The undercarriage shall be heavy duty and of sufficient strength to withstand the high loads which may occur due to uneven ground conditions. It shall be of welded construction and stress relieved as required.

The sprocket should be a single piece type. Life time lubricated sprocket, idler and rollers, and a reliable track tensioning arrangement should be provided.

Crawler shoes shall be heavy duty and designed for ease of replacement whenever necessary.

4.9 Machinery House

The Excavator shall be provided with a dust proof machinery house made of steel sheet supported by a steel structure and shall cover the Engine & Drive system. It shall be designed to give ready and safe access to personnel & equipment for maintenance.

Non-slip type walkways and catwalks with handrails shall be provided suitably, the operator's cab and service platforms and shall comply with ISO 2867.

4.10 Lubrication System

A centralised automatic lubrication system of positive pressure type should be provided with warning alarms for identification of failed points. The system shall be repaired and maintained by the supplier during entire contract period with service personnel and spares.

4.11 Operator's Cab:

A fully insulated, sound suppressed, Air conditioned operator's cab with cooling fan, FOPS, front guard, tinted safety glass, wind shield wiper and washer should be mounted on rubber shock absorbers and elevated to facilitate a clear and unrestricted view of the operating area. The operator's seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. A cooling fan shall also be provided. The cabin should have sufficient space to enable operator to work with ease and comfort.

All operating controls, monitoring and working signals should be conveniently located in consoles within easy reach of the operator and shall comply with ISO 4557, ISO 6405-1 and ISO 6405-2. Air Conditioning system shall be repaired (Including refrigerant charging) and maintained by the supplier during entire contract period with service personnel and spares.

4.12 Guards and Shields

Adequate guards and shields which comply with ISO 3457 shall be provided throughout the Excavator.

4.13 Gauges and Indicators

Following Gauges and Indicators, or alternative display mechanism, shall be provided as minimum.

- i. Water temperature gauge
- ii. Engine oil pressure gauge/indicator
- iii. Fuel capacity gauge
- iv. Engine tachometer
- v. Engine hour-meter
- vi. Hydraulic Oil Level Gauge

The Gauges/ Indicators/ Display mechanism shall preferably be Electronic Sensor Type.

4.14 Warning Alarms

The audio/visual Warning Alarms systems shall be provided for the following.

- i. Low engine oil pressure
- ii. High coolant temperature
- iii. Travel Motion Alarm

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4.15 Electrical Systems

The Excavator shall be provided with the following.

1. 24V DC electrical system with suitably rated alternator of reputable make
2. Electric start
3. Reputable make high capacity batteries
4. Battery isolation switch
5. Battery should be located away from the operator's cabin.

All electrical circuits shall be protected by adequately rated fuses / MCB's), which shall be easily accessible for maintenance. At least two spare fuses of each size shall be provided in each fuse box (if applicable).

Suitable Lighting for Night shift operation to be provided.

4.16 Automatic Fire Detection & Suppression System (AFDSS)

Suitable MultiPoint Automatic fire detection & Suppression system (DGMS approved type) of reputed & proven make / model and sufficient capacity will be installed on the machine, for protection from fire hazards.

The system should be capable for detection of fire and to extinguish the machine from all type of fires and ensure the protection from fire hazards in all ambient conditions / season in the mines in the mines in the extreme mining conditions with dust, dirt, water & vibrations.

The system shall conform 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 type. The system shall be repaired (including charging) and maintained by the supplier during entire contract period.

4.17 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 / Additional Safety Features and Other Requirements (All the safety features provided in the equipment must comply DGMS Regulation 216(2) of CMR (2017) :-

The following are to be provided on the excavator:

- i. Horn
- ii. Air filter clogging indicators
- iii. Fire proof Exhaust pipe blanket on exhaust side of engine, if applicable
- iv. Turbo charger guard / Baffle plate(on Turbo side and hydraulic pump/ between hot zone & cold Zone)
- v. All function cut off switch to be provided.
- vi. Swing Motor Brake to be provided.
- vii. Fire/Heat Resistant/Retarder Hydraulic Hoses in place of ordinary hoses to decrease chances of fire.
- viii. All sleeves and conduits where cables/wires are passed shall be fire/heat resistant.
- ix. Seat Belt with reminder system for operator
- x. Vent valve on top of Hydraulic tank should be able to be removed without any tool.
- xi. Automatic Fire Detection & Suppression system (DGMS Approved) shall be provided.
- xii. Provision / suitable device for limiting of hydraulic cylinder during end stroke.
- xiii. Emergency Push button for immediate Shut-off in (i) Operator's Cabin **and**
(ii) Rear End of the Main Frame.
- xiv. Provision for operator's fatigue sensor in operators' cabin as per DGMS requirement.
- xv. Rear View Camera with Monitor in the Cabin

6. Performance guarantee

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.

Specification Parameter	Value
Supply, Installation and Commissioning of 5.0-6.0 CuM Diesel Powered (Backhoe) 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 additional Buckets for 5 machines; (Replacement requirement / NCD)	
Make, Model and type along with Bucket capacity : Make: BEML Model: BE1000-1 Hyd. Excavator 5 CuM Backhoe hard faced bucket	
7.3.1 Dimensions of Basic machine with working ranges	
a) Maximum digging / cutting height (Not less than 12.25 Mtrs)	12.7 m
b) Maximum dumping height (Not less than 8.00 Mtrs)	8.4 m

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c) Maximum digging depth (Not less than 7.80 Mtrs)	7.9 m
d) Maximum digging reach at ground level	13.5 m
e) Maximum digging reach (Not less than 13.75 Mtrs)	13.9 m
f) Digging force (Bucket)	37000 kgf
g) Digging force (Arm)	34000 kgf
7.3.2.1 Dimensions- Basic machine	
a) Upperstructure overall width	3.59 m
b) Upperstructure overall width, with catwalks	5.108 m
c) Upperstructure rear end swing radius	4.87 m
d) Height to top of FOPS	5.144 m
e) Clearance under upperstructure	1.637 m
f) Undercarriage overall width	4.61 m
g) Crawler overall length	6.36 m
h) Crawler tracks height	1.53 m
7.3.2.2 Front end – Back hoe -	
a) Bucket CAPACITY (Cu Mtr)	5 CuM
b) Bucket width	2.085 m (without cutters) 2.255 m (with cutters)
c) Boom length with specified bucket	7.9 m
d) Arm length with specified bucket	3.4 m
7.3.3 Weights : (Shipping weight of separate components)	
a). Bucket total weight	4111 Kgs
b). Bucket specific weight (of the material of Bucket)	7900 kg/m ³
c). Weight of undercarriage	39350 Kgs
d). Total OPERATING WEIGHT	95000 Kgs
7.3.4 Performance details -	
a) Swing speed	4.5 RPM
b) Travel speed	Low Speed: 2.4 Km/Hour & High Speed: 3.4 Km/Hour
c) Gradeability	70 percentage
7.3.5 Hydraulic System	
a) Make, model, number, flow rates and operating pressures of PUMPS	As per Annexure Enclosed
b) Make, model, number and ratings of MOTORS	As per Annexure Enclosed
c) Make, model, number, piston diameters and stroke lengths of CYLINDERS	As per Annexure Enclosed
d) Relief valve operating pressures	As per Annexure Enclosed
7.3.6 Undercarriage	

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a) Crawler width	710 mm
b) Crawler shoes, total number	Double grouser shoes. Total : 102 nos. (51 each side)
c) Centre to centre of idler roller and sprocket	5.03 m
d) Ground contact area	7.81 sq.m
e) Ground bearing pressure	120.00 kPa (1.22 kg/sq cm)
f) Load rollers, diameter and number per crawler	270 mm per crawler, 8 nos. each side
g) Driving sprocket, diameter	1.046 m(PCD)
h) Idler roller, diameter	0.88 m
7.3.7 Lighting Details -	As per annexure

7.3.8 Engine

a) Make (Manufacturer), type & model: CUMMINS, MCRI Electronic injection Turbo charged Diesel Engine & QSK19C

b)No. of cylinders	Six Cylinder
c) Bore Dia & Stroke Length (in mm)	159 mm x 159 mm
d) Displacement volume	19.00 litres
e) ISO net power at rated Rpm (Power & rated RPM) in Kw	485kw (650 hp) @ 1800 rpm
f) Maximum Torque at rated RPM (Torque & rated RPM) in Nm	2983 Nm @ 1400 rpm
7.3.9 Details of Auxiliary Hydraulic Pump (24Volts DC), being installed on the Equipment as per clause no.A2 I(v)	Annexure enclosed
a) Make and model of Hydraulic Motor and Hydraulic pump	Kamal Industries , Gear Type
b) discharge rate/ Oil transfer capacity	55 - 60 lpm

8. Special Guarantee:

Following guarantee will apply for different component/ Sub asslys from the date of commissioning:

- **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.
- **Under Carriage** : 24 Months or 5000 Hrs whichever is earlier.
- **PTO, Hyd Pumps , Motors, Cylinders , Final Drive and Swing machinery** : 24 Months or 6500 Hrs whichever is earlier.
- **Ring Gear and Swing Pinion** : 24 Months or 6000 Hrs whichever is earlier.
- **Boom & Arm** : 36 Months or 10000 Hrs whichever is earlier.
- **Chassis and Structure** : 36 Months or 10000 Hrs whichever is earlier.
- **Battery** : 18 Months from the date of Fitment (To be Replaced free of cost through out 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 of Section -VI of NIT.

You will be required to stock sufficient Sub-assemblies (New / Repaired) to take care of entire Performance period. Spares should be available immediately for replacement against the breakdowns.

In case of any guarantee failure intimated reasonably in time to you, the replacement or Repair job (as per guarantee settlement) must be completed within 21 days at site by you at no cost to the purchaser.

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9. PERFORMANCE BANK GUARANTEE

The Performance Bank Guarantee for 10% of Order value in the specified/ standard format shall remain valid and shall be maintained for total 87 months (84 + 3 months) from the date of commissioning of Equipment, as a coverage towards non performance towards the Guaranteed availability as per the contract.

In case any amount of PBG is en-cashed as penalty as per the effect and duration of Guarantee of the contract, the supplier shall replenish the same immediately so that the value of the PBG does not fall below the specified level (i.e. 10% of the landed value), at any point of time during entire contract period.

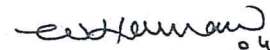
The Amount of PBG should be maintained by the supplier for 10% of order value throughout the performance period. In the event of failure to do so, WCL reserves the right to recover the required Amount from any amount payable to the supplier/ pending bills from WCL/ CIL or any subsidiary of CIL or to recover same from the balance Amount of Bank Guarantees for same/ any other Equipment(s), supplied by the firm.

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 your premises or your subcontractor(s), at point of delivery and/or at the goods final destination when conducted on your premises or your 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.


04/12/2020
Chief Manager(MM)


04/12/2020
Chief Manager(MM)

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