



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 : 0712-2510284

Supply Order No. 21000110118153

DT: 04.12.2018

SUPPLY ORDER

To,
M/s Gmmco Limited
CK Birla group, 11th floor, Birla Building
9/1, R.N.Mukherjee Road, Kolkata 700 001

Vendor Code : 629090
Vendor Category : Authorised Dealer
email: contactus@gmmcoindia.com

Dear Sir,

- Sub : Formal Order for supply of 60T capacity Dumpers with 1+3 Years Guaranteed Spares.
Ref : 1. WCL Tender Enquiry no: WCL-hq-Pur-yvr-ra-e034-2018-19 opened on 27-08.2018,
Tender id 2018_WCL_107965_1, Price bid / reverse Auction held on 23.10.2018
2. Your offer / Bid ID: 323946 and subsequent submission of shortfall / confirmatory documents on portal
3. Authorisation letter ref no nil dated 31.07.2018 of M/s Caterpillar India Pvt Ltd
4. Your letter no GMMCO/KOL/WCL/60T Dumper/18-19 dt 25.10.2018
5. Your email dated 25.10.2018
6. Your letter no GMMCO/KOL/WCL/60T Dumper/18-19 dt 26.10.2018
7. Your email dated 25.10.2018
8. Your letter no GMMCO/KOL/WCL/60T Dumper/18-19 dt 07.11.2018

This has reference to above. We are pleased to place Formal Order on you for the supply of 60T capacity Dumpers on rates, following terms and conditions given:-

Description	Ordered Qty (nos)	Unit Price Rs.	Extended-value Rs.
CATERPILLAR make 773E model DUMP TRUCK powered by CAT3412 HEUI engine, self propelled wheeled mechanical rigid Rear Dumper as per scope of supply and detailed technical specifications enclosed as Annexures "A" to "E" Material Code: 11649000013	7	2,02,98,056.00	14,20,86,392.00
Freight for 7 equipments @ Rs. 1,05,000.00 / equipment			7,35,000.00
Insurance for 7 equipments @ Rs.12,000 / equipment			84,000.00
GST on equipment alongwith freight & Insurance @ 28%			4,00,13,509.76
Sub-Total value of Equipment, freight, Insurance alongwith GST			18,29,18,901.76
Spares & Consumables for initial 12 months for each machine as per Annexure C) for 7 dumpers @ Rs. 8,50,461.00 / equipment			59,53,227.00
GST on above spares and consumables (for initial 12 months of operation) for 7 Dumpers @ Rs. 1,55,643.78 / equipment, as per Annexure "C"			10,89,506.46
Spares & Consumables for 2nd year of operation for each machine (as per Annexure C) for 7 dumpers @ Rs. 10,77,685.00 / equipment			75,43,795.00
GST on above spares and consumables (for 2nd year of operations) for 7 Dumpers @ Rs. 2,11,698.93 / equipment, as per Annexure "C"			14,81,892.51
Spares & Consumables for 3rd year of operation for each machine (as per Annexure C) for 7 dumpers @ Rs. 9,61,420.00 / equipment			67,29,940.00
GST on above spares and consumables (for 3rd year of operation) for 7 Dumpers @ -Rs.1,83,173.87 / equipment, as per Annexure "C"			12,82,217.09
Spares & Consumables for 4th year of operation for each machine (as per Annexure C) for 7 dumpers @ Rs. 7,07,273.00 / equipment			49,55,811.00
GST on above spares and consumables (for 4th year of operation) for 7 Dumpers @ Rs.1,29,380.44 / equipment, as per Annexure "C"			9,05,663.08
Total cost of equipment along with freight, insurance, spares for 4 years			21,28,60,953.90

Total Value: Rs.21,28,60,953.90 (Rupees Twenty one Crores twenty eight lakhs sixty Thousand nine Hundred and fifty three and paisa ninety Only).

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Supply Order no 21000110118153 dt 04.12.2018 for supply of 60T Dumpers; M/s G

Terms and Conditions:

1. **Price:** The Prices are FIRM on FOR Destination basis inclusive of packing & forwarding. However, for FOR destination supply, Freight and transit insurance shall be paid extra at subject to maximum ceiling of @ Rs.1,05,000.00 and Rs.12,000.00 per Dumper respectively against documentary evidence. Safe arrival of the consignment at destination shall be responsibility. Supply of Equipment and Spares will be made from GMMCO Ltd, Nagpur.
 2. **GST:** GST shall be paid extra at actual against documentary evidence as applicable at the time of dispatch within the stipulated delivery period. The Current rate of GST is 28% on Equipment. GST on spares shall be extra as applicable and present rate is given in Annexure "C". Input tax Credit shall be availed by the paying authority /consignee, for which you must submit GST Compliant Invoice to enable WCL to avail GST. In case of any failure on your account the penalty including interest (if any) borne by WCL shall be recovered from you.
 3. **Delivery:** The delivery shall be completed immediately or within 3 months to be reckoned from the 7th day of order date.
 4. **Guarantee / Warranty / Special Guarantee:** (Also refer B.6 and B.7 of Annexure "A")
 - a. You must ensure that there is no major breakdown due to manufacturing/ design defect during the warranty period. In case such breakdown occurs, the purchase will reserve the right to extend the warranty period suitably.
 - b. **Special Guarantee :** The complete Equipment consisting of all Assemblies/ sub assemblies/ components e.g. Engine, Transmission, Differential, Final Drive, Air conditioning Systems, AFDSS, Centralized Lubrication system, Suspension system, Hyd System, Chassis/ structure, Break system. Engine Hour Meter & Auto Electrical etc. shall be covered for suitable replacement. Repairs (on merits of the case), free from all costs to the purchaser, during total 48 (forty eight) months from accepted date of commissioning.
- You will be required to stock spares parts to take care of entire performance period. Spares should be available immediately for replacement against the breakdown.
5. **Performance Guarantee:** - You shall guarantee that the availability of the Equipment shall be not less than 85% (Eighty Five percent) for a period of initial 12 months and 80% (Eighty percent) subsequent 36 months from the accepted date of commissioning (to be calculated annually). PBG (as indicated at relevant clause) must be valid for a period of 54 months of from the date of receipt and acceptance of materials (of the last consignment against the subject order) to cover the guarantee period of 48 months and the same shall be released on receipt of satisfactory performance throughout the guarantee period. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(EXCV)HOD, WCL(HQ)s or extended as deemed fit. Any short fall of performance availability, deduction shall be made as per technical specification. The PBG must be submitted within 15 days from the date of receipt and acceptance of the equipment. No Payment shall be made without submission of PBG.
 6. **Performance Bank Guarantee:** You have to submit performance bank guarantee for 10% of the order value (landed cost) of equipment plus 1st, 2nd, 3rd and 4th year spares and consumables i.e. for Rs.2,12,86,096.00 (Rupees Two Crore twelve Lakhs eighty six thousand and ninety six only) (BG for each machine can be submitted separately) valid for a period of 54 months of from the date of receipt and acceptance of EQUIPMENT to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. The PBG extension if any shall be done on or before expiry of original date of expiry of bank guarantee. The 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 or may be extended as deemed fit.

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

Western Coalfields Ltd.

Supply Order no 21000110118153 dt 04.12.2018 for supply of 60T Dumpers; M/s GMMCO Ltd

Name	Western Coalfields Ltd.
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account No: 005905018053; Customer Id : 556096497 ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	Hrushikesh Sakalkale Ph. No. +91-9923202096

advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI000059
7037	WCL556096497

The original bank guarantee issued by issuing bank shall be sent by the issuing bank 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.

7. 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.

8. Payment Terms:

A. Equipment and initial spares and consumables for 12 months to be supplied along with equipment: Payment for 80% of the Invoice value (landed value of the equipment including taxes and duties and excluding installation and commissioning charges (if any)) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Performance Bank Guarantee or submission of bills whichever is later. Payment for balance 20% of the Invoice value (landed value of the equipment including taxes and duties) and 100% installation & commissioning charges (if any) shall be made within 21 days after successful commissioning of the equipment as well as free training imparted to end users and performance testing is done at the allocated locations.

B. Spares and consumables for 2nd to 4th year of operation: Payment for 100% of the invoice value shall be made within 21 days of receipt and acceptance of materials or submission of bills whichever is later.

9. Security Deposit: You shall furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. for Rs.2,12,86,096.00 (Rupees Two Crore twelve Lakhs eighty six thousand and ninety six only), within 15 days time from the date of supply order to this office. The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra). The banker of the firm shall issue Bank Guarantee on SFMS (Structured Finance Message Service) platform. The security deposit may be covered into performance bank guarantee as per NIT provisions.

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

QTY	PROJECT	AREA	POSTAL ADDRESS OF THE CONSIGNEE
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Supply Order no 21000110118153 dt 04.12.2018 for supply of 60T Dumper; M/s GMMCO Ltd

2 Nos	Durgapur Expn OCM	Chandrapur	The Depot Officer, Regional Stores, Western Coalfields Limited, Chandrapur Area, PO : Durgapur, Dist:Chandrapur (M.S) 442403
2 Nos	Mungoli Nirguda Ext deep	Wani	The Depot Officer, Regional Stores, Western Coalfields Limited, Wani Area, PO: Ghugus Colliery, Dist:Chandrapur (M.S) 442505
3 Nos	Ukni deep OCM	Wani North	The Depot Officer, Regional Stores, Western Coalfields Limited, PO: Ukni, Dist. Yavatmal (M.S.)Pin:445304

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

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

Name of the Bank	HDFC
Branch & Location	Annasalai branch, Chennai
Account Number	00040120000233
Nature of Account	Cash Credit account
IFS CODE of the Branch	HDFC0000004

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 and Risk Purchase clause:- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% can be increased to 15% at the discretion of Head of MM division.
- To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply, or
- To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- To forfeit the security deposit full or in part.
- Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15. SUBMISSION OF BILLS:

- For claiming 80% payment,** following documents are to be submitted along with original bills as per terms of the supply order to the consignee.
 - Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
 - Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017), if applicable.
 - Consignment note / RR/ LR in original.
 - Warranty / Guarantee certificate, if applicable.
 - Manufacturer's test certificate, if applicable.
 - DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
 - Any other document indicated elsewhere in the order

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b. For Claiming 20% payment, the following documents are to be submitted

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

16. Force Majeure Clause: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as It considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

17. **Manufacturing certificate:** : As the order is being placed on you on the basis of Authorisation given to you by M/s Caterpillar India Pvt Ltd, who is 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 Caterpillar make and have been actually manufactured in their works situated at _____ (address of the factory)

18. **INTEGRITY PACT:** Integrity Pact as per format (Annexure F of the NIT) signed and furnished by you along with the offer shall remain valid and applicable for this contract. The name of the IEMs for this tender are:

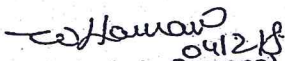
Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

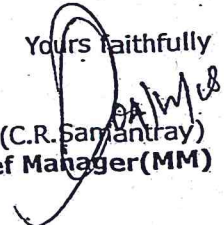
19. **Price Fall Certificate:** As undertaken by you in your offer You shall undertake that you have not supplied / are not supplying similar product systems or sub systems at a price lower than that ordered price in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found at any stage that similar product / Systems / Sub - systems was supply by you to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded, you will furnish the certificate to the Consignee / Paying authority along with the bills to this effect.

Failure in submission of aforesaid certificate by the contract holder, may result in with holding of the payment of their bills against supply.

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.


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

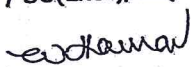
Yours faithfully

(C.R. Samantray)
Chief Manager(MM)

Enclosures: -

- Annexure-A :** Scope of supply and Technical specifications.
- Annexure B:** List of Standard, Special Tools
- Annexure-C:** List of SPARES AND CONSUMABLES required for 1st, 2nd, 3rd and 4th year of operation
- Annexure-D:** Major Bought out items list
- Annexure-E:** Erection chart
- Annexure-F:** General Terms & Conditions
- Annexure-G:** PBG format

Copy to:

1. GM(Excv) HOD, WCL(HQ), Nagpur
2. AGM / SO(Excv)/SO(MM)/AFM/Depot Officer, WCL, Chandrapur/ Wani / Wani North Areas.



Supply Order no 21000110118153 dt 04.12.2018 for supply of 60T Dumpers; M/s GMMCO L

3. GM(CP)/ GM(Fin.), WCL Hq., Nagpur
4. GM(P&P), WCL(HQ), Nagpur
5. TS to DT(P&P), WCL, Nagpur
6. RD, CMPDIL, RI IV, Nagpur
7. IEM, Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
8. IEM, Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022
9. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL, CIL
10. GM(Excv), EED, Coal India Ltd., "Coal Bhawan", Premises no 04 MAR, Plot No AF III Action Area 1A, Town, Rajarhat, Kolkatta 700156, West Bengal
11. Chief Manager (Excv) EED, CIL, Regional Sales Officer, Geeta Mansion, 4th floor, KG Road, Bangalore
12. Sr. Manager(MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 21,28,60,953.90
13. M/s Caterpillar India Pvt Ltd, Melnallathur, Thiruvallur 602 004 (Tamilnadu)
14. GMMCO Limited, G-15, MIDC Industrial Area, Hingna Road, Nagpur 440028

This is issued with the approval of Board of Directors in their 306th meeting held on 16.11.2018, whose relevant excerpts from the minutes are circulated by Company Secretary vide WCL/BD/SECTT/BM-306/2018/734 dated 24.11.2018

Indent details: Indent No. 1468 dated 12.11.2018.

Budget Reference: Capital budget: FA/WCL/CAP/BC/HEMM/311.dated 03.12.2018 for Rs.3732.39 lakhs

Revenue budget:

Year	BC reference	BC Date	Value Rs.
2019-20	BC/WCL/Rev/GM(Excv)/2019-20/HEMM /9/11/171 Spares	03.12.2018	17.752 lakhs
2020-21	BC/WCL/Rev/GM(Excv)/2020-21/HEMM /9/11/171 Spares	03.12.2018	174.71 lakhs
2021-22	BC/WCL/Rev/GM(Excv)/2021-22/HEMM /9/11/171 Spares	03.12.2018	207.62 lakhs
2022-23	BC/WCL/Rev/GM(Excv)/2022-23/HEMM /9/11/171 Spares	03.12.2018	159.768 lakhs

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04/12/18
Sr. Manager(MM)

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Chief Manager(MM)