

MIF



**WESTERN COALFIELDS LIMITED**  
 ( A SUBSIDIARY OF Coal India Limited )  
 CIN U10100MH1975GOI018626

**MATERIALS MANAGEMENT WING, COAL ESTATE, CIVIL LINES,**  
**NAGPUR - 440 001.**

PHONE : PBX : 0712-2611381, 2510691 Extn : 5606, 5861, Fax : 0712-2510284

Supply Order no:11000112418147

Dated: 27.11.2018

**SUPPLY ORDER**

To  
**M/s Indicon Westfalia Limited**  
 Thapar House, 25, Brabourne Road,  
 Kolkata 700 001

Vendor Code :  
 Vendor Category : Manufacturer  
 Email: akundu@kctgroup.com

Dear Sir,

Sub: **Formal Order for Supply, Installation, Testing & commissioning of Man Riding Chair Lift System at Chhattarpur mine (37L/39D), Pathakhera area**

- Ref: 1. WCL's Tender no WCL\_hq-pur-kdp-e053-2017-18 (Tender id: 2017\_WCL\_75887\_1), opened on 22.09.2017 and price bid opened on 24.10.2017 and subsequent correspondence on portal  
 2. Your bid no 222840  
 3. WCL's letter no WCL/NGP/MMW/Sec-2(D)/YVR/ChairliftMRS/ 17-18/1310 dt 22.11.2017  
 5. Your letter no IWL/WCL/MRCL/17-18/II-136/PJ1 dt 09.12.2017  
 6. WCL's email dated 15.09.2018  
 7. Your email dt 20.09.2018

With reference to above, we are pleased to place FORMAL ORDER on you for Supply, Installation, Testing & commissioning of Man Riding Chair Lift System at Chhattarpur mine (37L/39D), Pathakhera area, at the rates and as per terms and conditions stipulated below and general terms and conditions enclosed:-

NIT sl. no	Description	Qty	Unit basic rate (Rs.)	Extended value (Rs.)
1	Supply, Installation, Testing, commissioning, Field testing including trial run of Man Riding Chair Lift System at Chhattarpur-1, Pathakhera area, Length : 1500 Mtrs (Detailed scope and Technical specifications enclosed as Annexure A	1	2,95,00,000.00	2,95,00,000.00
	GST @ 18%			53,10,000.00
	<b>Total value of Order</b>			<b>3,48,10,000.00</b>

**Total Value: Rs. 3,48,10,000.00** (Three crores forty eight lakhs and ten thousand only).

Other Terms and conditions :

1. **Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing, forwarding, freight & Insurance charges upto destination. Safe arrival of the consignment shall be responsibility of Indicon Westfalia Ltd.

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 on materials, Installation and Commissioning charges is 18%. Input Tax Credit on GST shall be availed by the consignee, for which you shall submit GST compliant Invoice as per GST provision along with the supplies. In case of any failure on your account the penalty including interest (if any) borne by WCL shall be recovered from you.

3. **Delivery:**

a) Supply of materials shall be completed within 03 (three) months, which shall be reckoned from the 7th day of order date.

b) Installation, testing & commissioning to be completed within 06 (six) months from the date of supply order or 3 (three) months from the handover of clear site from WCL whichever is later.

Handing over of clear site from WCL favourably within 2 months of placement of supply order shall be the responsibility of competent authority of the respective areas.

*Signature*

*Signature*

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4. GUARANTEE / WARRANTY: You shall warrant that the equipment (material) to be supplied under the contract : - (a) is new, unused and are of the current design not likely to be discontinued or become obsolete within the life span of the equipment. (b) is in accordance with the contract specifications. (c) shall have no defects arising out of design, materials or workmanship. (d) shall perform the functions (for which it is designed) satisfactorily. (e) to keep and supply essential spares at free of cost, which are required during warranty at site to reduce down time. The guarantee / warranty shall be valid for a period of 12 months from the date of commissioning of the equipment or 18 months from the date of receipt of the equipment at consignee's premises, whichever is earlier.

5. Guaranteed Availability: The Man Riding Chair Lift system shall have guaranteed availability of min. 85% over a period of 12 months after commissioning.

The availability will be calculated as per the following formula.

Percentage Availability =  $((8760 - \text{Down time}) / 8760) \times 100$

Where, down time = Maintenance hours + Breakdown hours

For every one percent fall in availability of the equipment below 85%, 1% value of the equipment as per supply order will be deducted. In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to return the full amount i.e. cost of the equipment as per the supply Order.

6. Performance Bank Guarantee: You will have to furnish performance bank guarantee for satisfactory operation and performance valid for 18 months from the date of supply of equipment, equivalent to 10% of the value of the contract including GST to the FOR destination price of the equipment on order i.e. for Rs.34,81,000.00 (Rupees Thirty four lakhs eighty one thousand only), covering the warranty period. The Bank Guarantee shall be released after successful completion of the guarantee / Warranty period after confirmation from GM(E&M) HOD, WCL Hq. 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.

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	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

BG advising message - 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICIC0000059
7037	WCL556096497

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

*W. Hamar*

*M*

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7. Final Inspection: Inspection of the equipment and materials supplied shall be carried out at the site by SO(E&M) of the Area concerned and the same shall be final. The stores found defective or not in accordance with the supply order specifications will be rejected and intimated, for free replacement within 30 days from the date of intimation.

8. Payment Terms: Payment for 80% value of the equipment and accessories and 100% GST and other charges shall be made within 21 days of receipt and acceptance of the materials at site by the consignee or from the date of submission of the bill, whichever is later.

Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with accessories) upon presentation of certificates from the Area GM / HOD(Tech) of WCL hq to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance of at consignee's end, the balance 20% shall be released.

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.34,81,000.00 (Rupees Thirty four lakhs eighty one thousand 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 Messaging Service) platform. The security deposit may be converted into performance bank guarantee as per NIT provisions.

10. Consignee & Allocation:-

Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
Chhattarpur -1	Pathakhera	The Depot Officer, Regional Stores, Western Coalfields Limited, Pathakhera area, PO: Pathakhera, Dist. Bétul (M.P.) 460 449

11. Paying Authority: General Manager (Fin.), Western Coalfields Limited, Coal Estate, Civil Lines; Nagpur-440 001.

12. EFT Details:-

Name of the Payee	Indicon Westfalia Limited
Name of the Bank, Branch & Location	ICICI Bank, Calcutta Branch, Rasoi Court, 20, Sir R N Mukherjee Road, Branch Code: 0006
Account Number, Nature of Account	000605024442; Current Account
IFSC Code	ICIC0000006

13. Mode of dispatch: All the stores surely 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 stores within the stipulated date / period in accordance with the specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, WCL 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 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.

*Signature*

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- 14A. **Risk Purchase clause:** In the event of failure of the supplier to deliver or despatch 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, Coal India Ltd or its subsidiary Companies 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. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary co and also in any other Subsidiary companies / CIL. Risk purchase action may be initiated under any of the following conditions.
- When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier
  - When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply
  - When in the judgement of the purchaser the supplier is unable to execute the order due to various reasons
  - When the materials are urgently required and the supplier fails to deliver the materials within the extended / original delivery schedule
  - When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.
15. **SUBMISSION OF BILLS:**
- a. **For Claiming 80% Payment for Equipment & 100% payment for Spares :**  
For claiming 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 Invoice in compliance with GST Act 2017.
  - Packing list in original list giving details of bill of materials, 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 indicated else where in the order, if required as per the contract.
- b. **For Claiming 20% payment of Equipment :**
- Pre-receipted and stamped Invoice for 20%.
  - Commissioning Certificate from respective AGM of Areas or his authorized Representative.
  - Any other document indicated else where in the order, if required as per the contract.
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, floods, acts of nature or other contingency beyond the supplier's control, due to act of God then Western Coalfields Limited may allow such additional time by extending the delivery period as it consider to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Western Coalfields Limited, 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 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)
18. **Price Certificate:** As you have undertaken in your bid that you have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case you offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, you undertake to notify such reduction to the buyer and the same will also be applicable against this offer", you will furnish the certificate to this effect to the Consignee / Paying Authority along with bills, a certificate to this effect should be submitted by you along with supplies / bills.
19. **Fall Clause:** As you have undertaken in your bid that you have not supplied/is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied 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

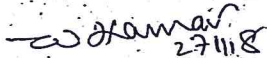
SO no:11000112418147 dt 27.11.2018; M/s Indicon Westfalia Limited

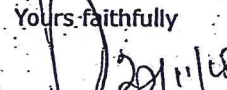
present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.

20. After Sales Service: a- You should provide efficient and prompt after-sales-service and to ensure the availability of the spare parts throughout the life of the equipment. You shall furnish a list of such spares along with fast consumables except lubricants (description, specification and quantity required per year) along with their offer. b-The tenderer shall be responsible for DGMS approval of composite system after extension for use in U/G mine
21. Installation, Testing & Commissioning:  
A. You shall depute qualified, trained and competent service engineers and technicians to supervise assembly, installation, field testing, commissioning and trial runs of the Man Riding Chair Lift system, as detailed in the terms and conditions of the order.  
B. The testing of the system shall be at its maximum rating (at permitted speed) under the mine operating conditions as specified to the satisfaction of the user.
22. Training of operators & maintenance personnel: After commissioning of the Man riding chair lift system, training shall be provided at the site to the operators / technicians of WCL in operation, maintenance and repair of various assemblies used in the system as detailed in the terms and conditions of the order at free of cost.
23. 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. IEMs against the tender / Order 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

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: Detailed Technical specifications, Scope of supply, General requirement  
Annexure-B: List of initial spares and consumables for 2 years of operation  
Annexure-C: General Terms & Conditions  
Annexure-D: PBG format

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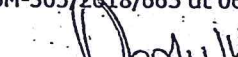
1. GM(E&M) HOD / GM(P&P)/ GM(Fin.) I/c - I, GM(Fin) I/c - II, WCL(HQ), Nagpur
3. AGM/SO(E&M)/SO(MM)/AFM/Depot Officer, WCL, Pathakhera Area.
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL
5. RD, CMPDIL, RI IV, Nagpur.
6. TS to DT(P&P), WCL, Nagpur.
7. Sr. Manager (MM/Admn.), WCL(HQ) - The Landed value of the order is Rs. 3,48,10,000.00
8. IEM, Shri A.K.BAJAJ, Ex-Chairman, CWC, A-167, Defence Colony, New Delhi 110024
9. IEM, Shri A.K.Mohapatra, Qrs no B-5/9, Unit - 9, Bhoi Nagar, Bhubaneswar 751022

Indent details: Indent No. Ind/17-18/3560/00047 dt 20.05.2017 (against Scheme)

BC Reference: Capital Budget: FA/CAP/BC/OPM/299 dated 19.11.2018 for Rs.10,31,32,000.00

This issues with the approval of **Board of Directors**, WCL, in their 305<sup>th</sup> meeting held on 29.10.18, the resolution of which was circulated by Company Secretary vide-reference no WCL/BD/SECTT/BM-305/2018/665 dt 06.11.2018

  
Sr. Manager (MM)

  
Chief Manager (MM)

TECHNICAL SPECIFICATION

<b>1.1-Supply, Installation, Testing &amp; commissioning of Man Riding Chair Lift system at Chattarpur-1 mine, Patherkheda Area, 37L/39D.</b>
a-Mine: Chhattarpur Mine-1
b-Area: Pathakhiera
c-Location: 37L/39D
d-Length : 1500 Mtrs
e-gallery height: 2.2 Mtrs (Min.)
f-Gradient:Varies in segment (MAX:1:20)
g-Rope safety factor (Min.):10
h-Ropes for chairlift shall meet the requirements to relevant I.S.S. Of winding rope of man-winding system and DGMS approval
i-Type of equipment: Chair lift type Man riding system
<b>1.2-PARAMETERS</b>
a-Model of equipment: Indicon Westfalia
b-Pulling force required at the drive : 11KN'
c-Motor KW : 55 KW
d-Make of Motor: CG/Kirloskar/LHP
e-Rope diameter : 16 mm
f-Rope type & construction : 6/7 Core Non Lubricated Wire Rope
g-Minimum braking force
h-Rope weight
i-KW of starter:
j-Make of starter:
<b>1.3-SCOPE OF SUPPLY :-</b>
a-Drive unit assembly complete with Station: 1 set
b-Return unit assembly & Station: 1 set
c-Gate way.: 1500 Mtrs
d-No of Chairs: 200 nos.
e-Curve Station : 2 sets
f-Pull cord switches:34 nos
g-Dedicated telephone system with 4 nos station pagers.
h-Pull cord rope : 1500 Mtrs
<b>2.0-SERVICE CONDITIONS :</b>
2.1-Place of installation: coal mines. Under ground
2.2-Duty: Continuous (24 hrs/day)
2.3-Maximum ambient air temperature: 45 deg.C.
2.4-Relative humidity (max): 98.00%
2.5-Environment: Dusty (mostly coal dust)
2.6-Distance between 2 chairs (Max): 15 Mtrs
2.7-Distance between 2 Pulley stations (Max) : 15 Mtrs
2.8-Man Riding Capacity : 200 persons per hour (at a speed of 2 Mtr/Sec.)
2.9-Traveling speed:Adjustable between 0' to '2' Mtr/Sec. However The speed of rope shall not exceed 1.75 m/sec.
2.10-Type of drive: Electro-hydraulic