



WESTERN COALFIELDS LIMITED

(A Government of India Undertaking)

Under Jurisdiction of Nagpur Court Only

MATERIALS MANAGEMENT WING

Coal Estate, Civil Lines, Nagpur-440001 Phone: 0712-2510691, 2511381, Fax : 25 10284

M/F

Supply Order No: 11000120518068

Date: 21.08.2018

To
M/s Action Construction Equipment Ltd
401, 4th floor, PINNALCE, Surajkund
Faridabad, NCR 121009

SUPPLY ORDER

Vendor Code :506193
Ph- 011-40549900; Fax-011-40549922
Type Of Vendor : Manufacturer

Sub: **Supply of Mobile Cranes of 12 Te capacity**

- Ref: 1. Our E- Tender no: WCL-hq-pur-yvr-e0144-2017-18 opened on 26.03.2018 (Tender id: 2017_WCL_95874_1
2. Your Bid id no 284413 dt 16.03.2018
3. Your letter no ACE/M/18-19/0706 dt 06.07.2018
4. Your letter no ACE/M/18-19/0718 dt 18.07.2018

Dear Sir,

With reference to above, we are pleased to place a Firm order on you for supply of 1 no of 12T capacity **Mobile Crane** at the rates, specifications, the terms and conditions stipulated hereunder and General terms and conditions enclosed:

1. Description of stores and Prices:

Description	Quantity (No)	Basic Unit Price Rs.	Extended Value Rs.
Pick and Carry Hydraulic Mobile Crane 12Te capacity, Make "ACE", Model "12XW", along with initial spares / filters including engine filters recommended for 3000 hours of operation, as per detailed Technical specifications as per Annexure "A" enclosed	1 no	9,90,000.00	9,90,000.00
GST @ 18% on equipment value			1,78,200.00
Total value of order			11,68,200.00

Total Value: Rs.11,68,200.00 (Rs Eleven lakhs sixty eight thousand two hundred only).

2. **Basic Price:** The above prices are on FOR destination basis inclusive of packing and forwarding, Freight and insurance charges. Safe arrival of materials at destination shall be your responsibility. The above prices shall remain FIRM till complete execution of the order.

3. **GST :** Extra as applicable on the date of supply within the stipulated delivery period. Present rate is 18% within the stipulated delivery order. You will have to submit GST Compliant invoice giving details of GST registration number, HSN Code, Rate of GST etc, as per the GST Act 2017. You shall submit GST complaint Invoice enabling WCL to avail Input Tax Credit on GST. ITC shall be availed by the Paying Authority. In case of any failure on supplier's account for compliance of above provision, the penalty including interest, if any, borne by WCL on ITC shall be recovered from you.

4. **Delivery:** The delivery of the Crane shall be completed within three months from the 7th day of the order date.

5. **Payment Terms:** Payment for 80% of the Invoice value (landed value of the equipment) including 100% taxes and duties shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores against acceptance of the Performance Bank Guarantee or from the date of submission of bills, which ever is later. Payment for balance 20% of the Invoice value shall be made within 21 days after successful commissioning of the equipment as well as free training imparted to end users and performance testing at the allocated locations.

Bank Details for EFT are as under :

WCL

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SO No: 11000120518068 dated: 21.08.2018; M/s Ace Construction Equipment Ltd

Name of the Bank and Branch with Location	ICICI Bank Ltd, CIBD Booth No 104-105, District centre, Sector - 16, Faridabad Haryana
Account Number	008351000007
Nature of Account (Cash, Credit, Current, Saving)	Current
IFS Code of the Branch	ICIC0000083

6. **Paying Authority:** General Manager (Fin)I/c WCL Hqrs, Coal Estate, Civil Lines, Nagpur 440001

7. **Consignee and Allocation :**

Project	Area	POSTAL ADDRESS OF THE CONSIGNEE
Inder UG to OC	Nagpur	The Depot Officer, Regional Stores, Western Coalfields Limited, Nagpur Area, PO : Silewara Colliery, Distt:- Nagpur (M.S) - 441109

8. **Inspection :** Final Inspection of the Equipment shall be carried out at the destination stores, which will be arranged by consignee on receipt of stores.

9. **Submission Of Bills :**

a. 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 Invoice as per GST Act 2017 with all details of GST registration number, HSN Code, Rate of GST etc.
- Packing list in original list giving details of bill of materials, if applicable.
- Consignment note / RR/ LR in original.
- Warranty / Guarantee certificate.
- Manufacturer's test certificate, if applicable.
- Documentary proof towards Freight Charges
- Any other document indicate elsewhere in the order

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

- Pre-receipted and stamped bill for 20% payment.
- Commissioning Certificate from Area General Manager of consignee Area.

10. **GUARANTEE / WARRANTY:** You shall warrant the equipment supplied under this contract.

A- In accordance with the contract specification.

B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.

C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to the bidder.

Special Guarantee:

- Body Chassis: 10000 hours or 36 months from the date of commissioning (whichever is earlier)
- Complete engine system: 24 months or 6000 hours (whichever is earlier from date of commissioning)
- Hydraulic Pumps, Motors, & cylinder : 24 months or 6000 hours (whichever is earlier from date of commissioning)
- Batteries : 24 months
- In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced & the

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equipment rectified and brought back to satisfactory performance free of cost within reasonable time. A certificate to this effect shall be submitted by you along with supplies.

11. Performance Bank Guarantee: A Performance Bank Guarantee of 10% for the value of the landed cost of order value, which shall be kept valid for a period of 15 months from the date of receipt and acceptance of the equipment. M/s Action Construction Equipment Ltd will have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. Rs.1,16,820.00 (Rupees One lakh sixteen thousand eight hundred and twenty only), to cover the guarantee period 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(E&M)HOD, WCL(HQ)s or extended as deemed fit.

12. LIQUIDATED DAMAGES: In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b) To purchase from elsewhere, after due notice to the successful tenderer, 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 consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e) To forfeit security deposit in full or part.
- f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

13. FORCE MAJEURE CONDITION: 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may 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 CIL 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.

14. SECURITY DEPOSIT :

You have to 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. Rs.1,16,820.00 (Rupees One lakh sixteen thousand eight hundred and twenty only), within 15 days time from the date of supply order to the paying authority.

Security deposit money will be refunded to the you within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. Security money may be converted in to performance Bank Guarantee as per NIT provisions.

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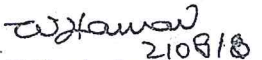
SO No: 11000120518068 dated: 21.08.2018; M/s Ace Construction Equipment Ltd

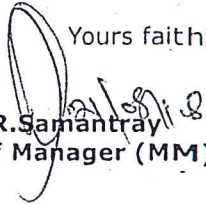
15. **Supply Point:** Dhudhola Link Road, Village : Dhudhola, Palwal, Haryana.

16. **Price Certificate:** As undertaken and submitted along with your offer, a Price Certificate shall be submitted along with supply as under: "Certified that we 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 we 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, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer.

This Order shall also be governed by the General Terms and Conditions of supply of stores, unless and otherwise specified in the above paragraphs.

Please acknowledge the receipt of this order and arrange for execution as per terms and conditions stipulated above.


21/08/18
Y Venkata Ramana
Sr .Manager (MM)

Yours faithfully,

C.R. Samantray
Chief Manager (MM)

Enclosures: -


Annexure-A : Technical specifications, Scope of supply, General requirement
Annexure-B : General Terms & Conditions
Annexure-C : List of Filters & Seals for 3000 hours of operation & Tool Kit
Annexure-D : PBG format


Copy to:

1. GM(Excvt) HOD / GM(Fin)I/C - I / GM(Fin) I/c - II WCL,HQ
2. Area General Manager / SO(E&M)/ SO(MM)/Depot Officer , Nagpur
3. FM(CP), WCL, Hqrs
4. GM(MM), SECL, MCL, CCL, BCCL, ECL, NCL
5. Sr. Manager (MM/Admn.), WCL(HQ) - The Landed value of the order is Rs.11,68,200.00

Indent reference: Indent no N-A/KSA/Inder/P&M-17-18-03 dt 26.02.2017 approved by Dir(Tech/P&P)

BC reference: FA/WCL/CAP//BC/OPM/176 dt 11.08.2018 for Rs.11,68,2000.00


21/08/18
Sr .Manager (MM)


Chief Manager (MM)

SO No: 11000120518068 dated: 21.08.2018; M/s Ace Construction Equipment Ltd

ANNEXURE "A"

Technical specifications, Scope of supply, General requirement

Supply Order no 11000120518068 dt 21.08.2018; M/s Ace Construction Equipment Ltd
Specification Parameters
Pick and Carry Hydraulic Mobile Crane 12 Te capacity, Make "ACE", Model "12XW", along with initial spares / filters including engine filters recommended for 3000 hours of operation : Ordered quantity : 1 no
1.1-BOOM: Heavy duty, hydraulically operated 3-stage/part, telescopic extension boom.
a-Maximum Reach: 9.9 mtrs
b-Minimum Reach: 2 mtrs
1.2-LOAD
a-Min. : 12 MT at a Radius of '1.75 Mtrs.
b-Mini.: 1.5 MT at maximum boom length (Horizontal).
1.3 -PARAMETERS TO BE INDICATED
A- PICK AND CARRY HYDRAULIC MOBILE CRANE
1) Make : ACE make
2) Model: 12XW 3 part 12.90 mtr height
3) Type : Pick and carry
4) Max. over all length: 16.2 mtr
5) Max. over all width including tyres: 2.4 mtr
6) Max. over all weight: 9800 kgs
7) Clearance diameter - boom at carry: 1.7 mtr
8) Max. over all height - boom at full raise: 12.9 mtr
B-ENGINE BS III / BS-IV standard
1) Make: SIMPSON
2) Model: S433(I) F1 (CEV BS-III)
3) Type: Diesel
4) BHP @ RPM : 48 BHP @ 2200 RPM
5) No. of cylinders: 4 nos
C-TRANSMISSION
1) Make : ACE make
2) Type : Heavy Duty Sliding Mesh
3) No. of Gear speeds - forward and reverse: 6 Forward and 2 reverse
4) Max. Travel speed - forward and reverse: Fwd: 28 Kmph without load
D- HYDRAULIC CONTROL VALVE,
1) Make : Hydro Control or equivalent reputed indigenous make
2) Model: D4/4
3) Type: 4 spool control valve
E-PUMP
1) Make : ACE / VELJAN/ YUKEN
2) Model: 14 Galon
3) Type: Intra Vane Type main pump
4) Operating pressure: 2500 psi
F- TELESCOPIC BOOM
1) No of Stages: Hydraulically operated 3 stage / part slotted telescopic extension boom

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2) Total length of Boom: 9.9 mtr
3) Length of each stages: 2500 mm
4) Boom raising / lowering time: 23 to 28 sec / 19 to 24 sec
5) Telescopic Extension in / out time : In - 17 to 22 sec; Out : 23 to 28 sec
6) Hoist hook speed: 50 mtr/min(Line speed)
7) Hoist Rope dia: 13 mm
G-TYRES
1) Type & make: BIRLA/JK or equivalent reputed indigenous make tyres
2) Size front/rear; Front: 11.00X20; Rear : 13.00X24
3) Ply rating front/rear; Front: 16 PR; Rear : 12 PR
4) Tyres pattern front/rear: Heavy duty industrial for crane use
5) Rim size: Front : 7.00 x 20; Rear : 24 x 9.00
H-ELECTRIC SYSTEM
1) Starter make & model: 12V DC
2) Alternator make & model: PMP or equivalent as per engine OEM
3) Battery make & Nos. of Battery: SPEED/TAFE/AMRON or equivalent reputed indigenous make, 1 no. battery.
4) Lighting details front/back/side: 5 FRONT, 4 BACK SIDE
I-STEERING
1) Type & make: Hydraulically Operated Stick Steering; Make : Hydro Control or equivalent reputed indigenous make
2) Steering Angle (each side) : 55°
J-FRONT BRAKE
1) Type : Hydraulic Brake
2) Actuating system: Pedal operated
K-REAR BRAKE
1) Type: Mechanical brake
2) Actuating system: Pedal operated
L-PARKING BRAKE
1) Type: Mechanical
2) Actuating system: Hand Operated
PARAMETERS
3.0-SITE CONDITIONS
3.1-Max./min. ambient air temperature: 50° C/5° C
3.2-Relative humidity (Max.): 98.00%
3.4-Altitude (From MSL) min./max.: 100 M/1000 M
3.5-Environment (Atmosphere): Dusty, Hot, Humid & Rainy
3.6-Wind speed (min./max.) Km/hr: 8 to 100
3.7-Road: Rough terrain, Mine floor
4.0-STANDARDS
4.1-The equipment shall have to meet approval of the statutory Government Authorities (if applicable).
4.2-The standards to be followed as per BIS/ISO/International Standard/SAE wherever it is applicable for Earth Moving Machinery (Mobile crane) and the self attested photo copy of Standard References shall be enclosed suitably for ENGINE, hydraulic brakes, steering, operator's cabin, controls, displays, guards and shields, ground speed, turning dimension etc.
4.3-The crane should be tested and approval by Automotive Research Association of India for getting the same registered with local R.T.O.
5.0-SCOPE OF SPECIFICATION

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Handwritten signature and date: 21/08/18

SO No: 11000120518068 dated: 21.08.2018; M/s Ace Construction Equipment Ltd

5.1-This specification is intended to cover the technical requirements and type for the design, manufacture, testing, delivery, on site erection and commissioning of a diesel powered, self propelled hydraulically operated mobile service crane having lifting capacity -12 MT
6.0-SPARE PART PROVISION
6.1-Manufacturer/supplier shall warrant that sufficient spares and servicing facility will be available to maintain the equipment in use throughout its life.
6.2-LIFE TIME SPARE PARTS :The supplier undertakes and guarantees to produce and maintain stock to be available for purchase by the purchaser under separate agreement of all spare parts and consumables as may be required for maintenance and repair of the machine throughout its working life. In the event that the supplier wishes to terminate production of such spare parts, the supplier shall
(a) give six months notice in writing prior to terminate the production of spare parts in order to permit reasonable time to procure needed requirements, and
(b) immediately following termination provide to the purchaser at no cost, manufacturing drawings, material specification and all necessary permission to facilitate manufacture of the spare parts elsewhere.
7.0-TECHNICAL PARAMETER
7.1-ENGINE: Diesel operated, water cooled. The same Engine to be used for powering both the system,for movement of the vehicle as well as for crane operation
7.2-TRANSMISSION: Heavy duty transmission suitable for specified crane operation.
7.3-SPEED: 4 forward and 1 reverse speeds on both High and Low Selector. (Travel speed shall be restricted as per safety norms).
7.4-ANGLE OF SWING : 45° on either side
7.5-HOIST: Rope compensated hoist hook (Boom hoisting should be operated through hydraulic system).
7.6-BRAKES: The machine should have efficient braking system in all wheels (Front & Rear) actuated by a single brake pedal.
7.7-PARKING BRAKE: Suitable parking brake shall be provided.
7.8-FUEL TANK: Capacity of fuel tank shall be suitable for 24 hrs continuous operation of machine.
7.9-TYRES: Tyres of Front and Rear wheel shall be adequate size, heavy duty suitable for rough terrain in mining application and preferably selected from Indian manufactures.
7.10-OPERATOR'S CABIN:
A-A fully insulated, lockable operators cabin with fully adjustable suspension seat, wind screen in all the sides for clear visibility, wind shield wiper along with cooling fan.
B-All operating controls, monitoring and working signals should be conveniently located in the consoles within easy reach of the operator. and shall comply with specific ISO/ BIS/ IS (as applicable).
7.11-ELECTRICALS
A-12V DC electrical system with suitable rated alternator of reputed make.
B-High capacity battery of reputed make for electric start, lights, indicator, horns etc. (with a battery isolation switch).
C-All the electrical circuits shall be protected by adequately rated fuses.
7.12-LIGHTS:
A-Front and rear lights as per standard norms of ISO/BIS/IS/SAE (as applicable)
B-Stop and tail light as per standard norms of ISO/BIS/IS/SAE (as applicable)
C-Instrument panel and cabin lights as per standard norms of ISO/BIS/IS/SAE (as applicable)
D-Fog lamps as per standard norms of ISO/BIS/IS/SAE (as applicable)
7.13-HYDRAULIC SYSTEM: Adequate capacity hydraulic pump shall be provided with control valve for safe operation and pressure relief valve for precision control for rated output.
7.14-MONITORING / SAFETY ITEMS
A-Gauges & indicator:
B-Water temperature meter
C-Engine oil pressure gauge

W. K. Kumar

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D-Fuel capacity meter/gauge
E-Engine hour meter
F-Safety devices:
G-Over load warning system
H-Over hoist warning system
I-Hydraulic oil temperature gauge
J-Safety brakes in hoist
K-Indicator for power
L-Warning Alarms: Audio-visual warning alarms for (1) Reversing (2) Engine oil pressure.
M-Guards and shields: Adequate guards and shields, which comply with relevant ISO/ BIS/ IS/ SAE shall be provided through-out the machine.
N-Fire Extinguisher: The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 Kg (min.) and shall comply with Indian Standard IS:2171-1999/IS.
O-Erection/Assembly, commissioning and performance testing
P-The supplier shall provide the services of specialist technician to supervise the installation/ erection/assembly, commissioning and any performance testing of the equipment and accessories supplied.
8.0-TRAINING
8.1-The supplier shall also be responsible for the provision and delivery content of any suitable training programme necessary for operation and maintenance of the equipment.
9.0-SUPPLEMENTARY ITEMS
9.1-The equipment shall be provided with a comprehensive tool kit, which shall include all special tools required for erection, commissioning and for the maintenance and repair purposes.
9.2-First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.
9.3-All filters and 'O' rings required for first 3000 working hours.
10.0-SUPPLIERS RESPONSIBILITY
10.1-The supplier shall accept responsibility for the provision of complete operable and compatible equipment and systems within the scope of supply. Apart from the major items as indicated in the specification supplier shall ensure that the total supply includes all necessary equipment for it to function effectively and safely. Any additional items the supplier considers necessary to ensure compliance with such a requirement shall be identified and included.
10.2-Any other item not indicated above but required for the completeness of the equipment is /are included in the scope of supply

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11.0-COMPOSITE WARRANTY/ GUARANTEE : : The firm shall warrant the equipment supplied under this contract. A- In accordance with the contract specification.
 B-The equipment shall have no defects arising out of design, material or workmanship and the complete equipment shall be warranted for 12 months from the accepted date of commissioning.
 C- The warranty shall cover total equipment so that ultimate responsibility lies only with the equipment bidder although components may be supplied by different supplier to the bidder.

Special Guarantee:

- i. Body Chassis: 10000 hours or 36 months from the date of commissioning (whichever is earlier)
- ii. Complete engine system: 24 months or 6000 hours (whichever is earlier from date of commissioning)
- iii. Hydraulic Pumps, Motors & cylinder : 24 months or 6000 hours (whichever is earlier from date of commissioning)
- iv. Batteries : 24 months
- v. In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

In the event of any defect in material, design, workmanship, operation and performance during the aforesaid period, defective materials, spares, sub-assembly components shall be replaced & the equipment rectified and brought back to satisfactory performance free of cost within reasonable time.

12.0-PERFORMANCE GUARANTEE

12.1-Availability guarantee : - The Mobile Crane shall have guaranteed availability of not less than 85% over a period of 12 months after commissioning.

12.2-- The availability will be calculated as per the following formula.

$$\% \text{ Availability} = \frac{8760 - \text{Down Time}}{8760} \times 100$$

where, Down time = Maintenance hours + Breakdown hours.

13.0-PERFORMANCE BANK GUARANTEE

13.1- The availability guarantee shall be backed by a lean guarantee of 10% of the value of the equipment, which shall be kept valid for a period of 15 months from the date of supply of the equipment.

13.2- The supplier shall ensure that the availability of the equipment over a period of 12 months after commissioning does not fall below 85%.

13.3- For every one percent fall in availability below 75%, 1% value of the equipment will be deducted.

13.4- In case the fall in percentage availability below 85% exceeds 10%, the equipment will be rejected outright and the supplier will have to refund the full amount in cost of equipment as per the supply order.

15.0-DOCUMENTS TO BE SUBMITTED WITH THE SUPPLIES :

A-Suitably illustrated copy of operating, repair and maintenance instruction manual for all the equipment, in English language - 2 Sets.

B-Illustrated copy of detailed spare parts manuals covering all plant, equipment and accessories - 2 Sets.

C-Detailed drawings illustrating erection/assembly for the equipment - 2 Sets.

D-All the test certificates.

E-Statutory documents (if any).

F-Inspection and guarantee/warranty certificate.

G-Self attested photo copies of standard references related to BIS/IS/ISO/SAE as applicable/ followed.

H-Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable.

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 Sr .Manager (MM) 21/08/18

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 Chief Manager (MM)

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

"Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.

"CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.

The Chairman - cum Managing Director means Chairman - cum Managing Director of Western Coalfields Limited, Nagpur

The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.

The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.

The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

The term PARTICULARS shall mean the following :

- (a) Specification
- (b) Drawing
- (c) Sealed pattern denoting a pattern sealed and signed by the inspector
- (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
- (e) Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
- (f) Proprietary make denoting the product of an individual manufacturer
- (g) Any other details governing the construction, manufacturer and or supply as existing in the contract

STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

UNIT & QUALITY means the unit and quantity specified in the schedule.

SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:


The consignee at his premises or Where so provided the interim consignee at his premises or A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the female gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in

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21/08/18