	(Under jurisdiction of Nagpur court only) WESTERN COALFIELDS LIMITED (A subsidiary of Coal India Limited & A Government of India Enterprise) CIN No. U10100MH1975GOI018626	
	Office of the General Manager(MM) Materials Management Department, Coal Estate, Civil Lines Nagpur 440 001	Ph. PBX : 0712 - 25 11381, 2510691 EXT 5609 Fax : 0712 - 25 10284 Website : westerncoal.gov.in

Formal Supply Order No.: 11100131518174

DT. 21-01-2019

To,
 M/s.Netco Cable Industries Pvt Ltd,
 304-A, Suryakiran Commercial Complex,
 Opp. V.N.I.T College Gate,
 Bajaj Nagar, Nagpur-440 010
 Email - arvindhingway1@yahoo.co.in

Ph: 0712-2225530/29/9823114365
 FAX: 0712-2244857
 Vendor Code: 506076
 Vendor Category: MSE - Manufacturer

Sub: Supply order for PVC Mining type armoured copper cable 3.3 Kv Grade
 Ref:

1. Our E- Tender no: hq-pur-ra-kdp-e-158-2017-18 opened on 21.04.2018
(Tender ID – 2018_WCL_99555_1)
2. Your offer dated 17.04.2018 vide Bid ID – 293386 and subsequent correspondence
3. Your letter ref: NETCO/WCL/2018/389 dated 20.12.2018 towards validity extension.

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of PVC Mining type armoured copper cable 3.3 Kv Grade at the rates and specifications and the terms and conditions stipulated hereunder & general terms and conditions:

1. DESCRIPTION OF STORES AND PRICES:

NIT SI no:	Description	Quantity (Mtrs)	Basic rate Per mtr (Rs)	Extended basic rate (Rs)
1	3.3kv, 3 core, 50 sqmm copper cable as per IS: 1554 (Part-2) -1988 & detailed Technical specification as per enclosed Annexure –I (Make – Netco)	10100	965.15	97,48,015.00
2	3.3kv, 3 core, 70 sqmm copper cable as per IS: 1554 (Part-2) -1988 & detailed technical specification as per enclosed Annexure –I (Make – Netco)	8900	1301.00	1,15,78,900.00
			total basic	2,13,26,915.00
			Add GST @ 18%	38,38,844.70
			Predispatch inspection charges @ 1% on landed	2,51,657.60
			Total value before Input tax credit	2,54,17,417.30
			Less Input tax credit on GST on goods	38,38,844.70
			Total after Input tax credit	2,15,78,572.60

Total order value before ITC on GST : Rs. 2,54,17,417.30

(In words: Rs Two crore fifty four lakhs seventeen thousand four hundred and seventeen and paisa thirty only)

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2. BASIS OF PRICES:

a) The above prices are on FOR destination basis inclusive of packing, forwarding, freight and transit insurance charges. Materials to be booked on freight paid basis. Safe arrival of materials at destination shall be your responsibility.

b) Nature of Prices:

- The above price for 3.3 k.v. Power cable are "Variable " as per PRICE VARIATION FORMULA (C) for " Copper Conductor PVC Insulated Cables " of IEEMA circular No. IEEMA/PVC/AL-CU-CABLE/2001 enclosed at Annexure – II. The variable price shall be with a ceiling of +/- 10%

3. GST - Shall be payable extra as applicable on the date of supply and execution within the stipulated delivery period of contract. The current applicable rate of GST is 18%. HSN code applicable is 854400. Your GST compliant invoice shall clearly indicate the 8 digit HSN code. WCL shall avail input tax credit against GST. In case of any failure on suppliers account, the penalty including interest (if any) borne by WCL shall be recovered from you.

GST details of the firm: 07AAACN2751J1ZI

GST details of WCL: 27AAACW1578L1ZW

4. **DELIVERY:** Supply of total ordered quantity shall be completed within 6 (six) months from the date of supply order as per schedule indicated below:

For items 1,2

- 25% of ordered quantity to be supplied within the first 60 days from the date of placement of order.
- Next 50% of ordered quantity to be supplied during the period 60 days to 120 days from the date of placement of order.
- Remaining ordered quantity to be supplied during the period 120 days to 180 days from the date of placement of order.
- Delivery period shall be reckoned from seventh day of order date.

5. Inspection Clause:

a) **Pre-despatch Inspection :** The Cable will be inspected by GM(E&M), CMPDIL or his authorised representative at manufacturer's works before dispatch of the same to ascertain the conformity of the cable to supply order specification, relevant ISS, statutory regulations (As per D.G.M.S. Circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15 etc.) and type test certificates. Such inspection shall not, in case of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve them of the obligation.

Pre-despatch inspection including stage inspection of the ordered material shall be carried out by CMPDIL or his authorised representative. The inspection fee @1% on FOR destination price(basic+freight+insurance+P&F) +applicable GST shall be paid by you along with inspection call to Inspecting authority GM(E&M) I/c Central; Mine Planning & Design Institute Ltd, Gondwana Palace ,Kanke Road ,Ranchi-834008,Fax no 0651-2231 185 / 2231 447, PH.NO: 0651-2230 238 / 2230 272.

The inspection fee @1% on FOR destination price will be subsequently reimbursed by the paying authority on production of documentary evidence, however GST on pre-despatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL.

Minimum 10 days advance notice shall be given to inspecting agency/CMPDIL, with a copy to GM(E&M) HOD,WCL, Coal Estate, Civil Lines, Nagpur-440 001, Fax: 0712-2511572

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Note - The payments of fee where the inspection agency is CMPDI shall be made through state bank collect in the hyperlink created on CMPDI website i.e. www.cmpdi.co.in. The payment challan shall be submitted along with the bills in order to claim the re-imbusement of pre-despatch inspection fees from WCL.

As per NIT provisions if required, alternatively the cable may be inspected by WCL inspection authority i.e. GM(E&M) HOD,WCL or his authorized representative, Coal Estate, Civil Lines, Nagpur-440 001, Fax: 0712-2511572

b) **FINAL INSPECTION:** Final inspection shall be carried out at destination stores.

6. **PAYMENT TERMS:** 100% Payment will be made by the Paying Authority within 21 days of receipt and acceptance of the materials at Destination stores or submission of bills which ever is later.

Details of bank account for payment through Electronic Fund Transfer are as below:

NAME OF THE BIDDER	NETCO CABLE INDUSTRIES PVT LTD
i) Name of the Bank and Branch with Location	ORIENTAL BANK OF COMMERCE Branch: 89, Hemkund Chambers, NEHRU PLACE, NEW DELHI-110019
ii) Account Number	02175015000296
iii) Nature of Account (Cash, Credit , Current, Saving)	CASH / CREDIT
v) IFS Code of the Branch	ORBC 0100217
vi) Whether the said branch of the bank is fully computerized and has got internet banking operational facility.	YES

7. **PAYING AUTHORITY;** GENERAL MANAGER (FIN), WCL, HQR ,Civil Lines, Nagpur.

8. **CONSIGNEE :**

Depot Officer, Central Stores, Tadali, WCL
Urjagram, PO : Tadali, Dist : Chandrapur - 442401
Phone / Fax no: 07172- 237295, 237076,
Range V ,Division -I ,Commissionerate -Nagpur

9. **SUBMISSION OF BILLS;** Your 100% bill(s) in quadruplicate duly pre - receipted, stamped and signed by the authorized signatory shall be submitted to the consignee along with the following documents.

- Delivery Challan in original.
- GST compliant Invoice.
- Guarantee / Warranty Certificate.
- Consignment note
- Packing list in original giving details of materials, if any
- CMPDIL pre-despatch Inspection report

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- G. Self attested copy of valid BIS License for use of standard BIS mark on the cable/ DGMS approval if applicable
- H. Any other document required as per technical specification.(identification on drum, Cable and sealing etc) or indicated elsewhere in the order.

Note :A copy of the above bills should be submitted to this office also for information and records

10. **GUARANTEE / WARRANTY:** You shall be fully responsible for the manufacturer's warranty in respect of sub-standard materials, proper workmanship, faulty design (normal wear and tear excluded) of the materials. Guarantee/Warranty shall be valid for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of fitment /commissioning, whichever is earlier. Defective cables will be replaced free of cost . Warranty replacement should be completed within one month from the date of claim of cost. All cases of warranty replacement will be decided on the basis of joist inspection of the failed cable held between user's representative and manufacturer's representative.
11. **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 cancelling 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 any available Bank Guarantee/ Security Deposit for recovery of the penalty.
 - 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 CIL or its subsidiary. 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.
 - g. The supplier shall not be entitled to any gain on any such purchase.
12. **FORCE MAJEURE CONDITION:** As per the clause no: 20 of the General Terms and Conditions of supply of stores enclosed)
13. **PRICE FALL CLAUSE:** You have undertaken along with your offer that you have not supplied / are not supplying similar products/ systems or sub-systems 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 and if it is found that 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 at that very price, with due allowance for the elapsed time, will be applicable to the present case and the

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

14. **PRICE CERTIFICATE:** A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "Certified that we have not supplied / are not supplying similar products/ systems or sub-systems 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."
15. **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, 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.
16. **PACKING:** Shall be applicable as per clause no: 18 of General Terms and conditions of supply of stores enclosed.
17. **LOCATION OF DISPATCH:** The materials are to be dispatched from B-11/1, Okhla Industrial Area, Phase-II, New Delhi-110020, as confirmed by you.
18. **SECURITY DEPOSIT :** You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank as per format at Annexure-IV for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling i.e. for Rs.25,41,742.00 within 15 days time from the date of supply order. The BG shall be valid for a minimum period of 9(nine) months from the date of issue in order to cover the delivery period and shall remain valid till the receipt and acceptance of last consignment.
- 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	Customer ID: 556096497 Bankn A/c no: 005905018053 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

- The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

(Signature)

(Signature)
21/1/19

General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines
Nagpur – 440001
Maharashtra

- Any extension / amendments to the BG shall be done following the same procedure as above.
- In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.
- Security deposit money will be refunded to the firm 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.

19. PRE-CONTRACT INTEGRITY PACT: Applicable – As submitted by you along with your offer. The particulars of independent external monitors appointed by the CVC.

a. Shri A.K.Bajaj
A-167, Defence Colony
New Delhi – 110024

b. A.K.Mohapatra, IFS Retd
Flat no. 201
Manjusha Manor
Plot no. H3/382
IRC village
Bhubaneshwar – 751015

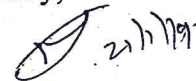
20. GENERAL TERMS AND CONDITIONS: This Order shall also be governed by the General Terms and Conditions of supply of stores, unless and otherwise specified in the above paragraphs.

This order is being placed on the basis of the terms and conditions already accepted by you. You may acknowledge the receipt of this order within 15 days from date of receipt of this order by sending a copy of this order duly signed & stamped with seal of your company.


21/1/19

(P.Kuldeep)
Deputy Manager (MM)

Yours faithfully,


21/1/19

(K.S.R.Diwakar)
Chief Manager (MM)

Encl:

1. Detailed Technical Specifications (Annexure I)
2. IEEMA Circular (Annexure II)
3. General Terms and conditions for supply of materials.(Annexure-III)
4. BG Format Annexure IV
5. Details of BC Annexure V

Copy to:

1. AGM /SO (E&M.)/SO(MM)/AFM/Depot Officer , All areas
2. GM (E&M) HOD WCL, HQRS
3. GM (Fin), This order is issued with concurrence of GM(Fin)-II dt. 03.01.2019 and approval of Dir(Tech)P&P dated 16.01.2019
4. Sr Manager(Fin) CP), WCL HQ

5. Depot Officer / CM (Fin.) , WCL, Central Stores, Tadali
6. GM(E&M)HOD, CMPDIL, Gondawana Palace, Kanke Road, Ranchi- 834008, FAX NO: 0651- 2231 185 / 2231 447, PH.NO: 0651-2230 238 / 2230 272
7. RD, CMPDIL, Jaripatka, Nagpur. Ph no: 0712 – 2642 118 / 494. Fax no: 2643 231.
8. GM(MM), NCL,SECL, MCL, CCL, ECL, BCCL
9. IEM

a. Shri A.K.Bajaj
A-167, Defence Colony
New Delhi – 110024

b. A.K.Mohapatra, IFS Retd
Flat no. 201
Manjusha Manor
Plot no. H3/382
IRC village
Bhubaneshwar – 751015


10. Master File

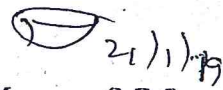
For Internal Use Only:

a. Indent Ref/BC Details:

sl no:	item	area	Qty (mtrs)	Indent ref
1	3.3 kv, 3 core, 50 sq. mm power cable	Various	10100	MB-18-19 approved by Dir(Tech)P&P
2	3.3 kv, 3 core, 70 sq. mm power cable		8900	

b) Total BC for Rs3,63,95,347.27/- has been provided against MB-18-19 (Details enclosed)


Deputy Manager (MM)


Chief Manager (MM)

ANNEXURE-I

Detailed technical specifications:

Sl.No.	Description	
1.0	ITEM :	
1.1	PVC insulated, heavy duty double wire armoured mining type Copper cable.	
2.0	STANDARD / MARKING :	
2.1	Standard to which the cable conforms	IS:1554 (Part-2)-1988 with latest amendments
2.2	Stranded annealed plain copper conductor conforming to class 2	IS:8130-1984
2.3	Insulation material, PVC compound conforming to type A	IS:5831-1984 with latest amendments
2.4	The cable shall have the approval for use in Underground Coal Mines.	DGMS approval, If having valid approval lasting till the date of the supply. OR as per DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15.
2.5	BIS marking	The cable shall carry BIS certification mark.
2.6	The construction of cables for use in mines shall also comply with the relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electric supply) Regulations, 2010 as amended from time to time.	
3.0	TESTING OF CABLES : as per IS:10810	
3.1	The tests on cables are broadly grouped as routine tests, type tests, acceptance tests and optional tests.	
3.2	Routine Tests - Tests made by the manufacturer on all finished cable lengths to demonstrate the integrity of the cable.	
3.3	Type Tests - Tests required to be made before supply on general commercial basis on a type of cable in order to demonstrate satisfactory performance characteristics to meet the intended application.	
3.4	Acceptance Tests - Tests carried out on samples taken from a lot for the purpose of acceptance of the lot.	
3.5	Optional Tests - Special tests to be carried out, when required, by agreement between the purchaser and the supplier.	
3.6	The type test report of the cable made at a laboratory as mentioned in the DGMS approval policy 2015 or its revised version for the parameters specified under the relevant standard shall be accepted.	
4.0	IDENTIFICATION:	

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