



# WESTERN COALFIELDS LIMITED

MATERIALS MANAGEMENT WING

COAL ESTATE, CIVIL LINES, NAGPUR-440001

CIN : U10100MH1975GO1018626

Phone : (0712) 2510501, 2510691 [EPBAX, Extn :5587] Fax : 0712 - 2510284

Website : www.westerncoal.gov.in

Supply Order Reference No. 11000131718015

Regd.Post /AD

Dt.23.05.2018

To

M/s Usha Martin Limited

Shop No. 71, "Sanskrutik Sankul",

Jhansi Rani Square, Sitabuldi, Nagpur - 440012

Vendor Code : 516025

FAX NO: 0712-6637179

Sub: Supply order for Wire Ropes

Ref: 1. Our e-tender no: WCL-hq-pur-e084-2017-18 with due date 24.11.2017 (Tender ID : 2017\_WCL\_82224\_1)  
2. Your offer no: nil dtd. nil (Bid id : 242867) and further correspondence through portal

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of following Wire Ropes at the rates and specifications and the terms and conditions stipulated hereunder;

## 1. DESCRIPTION OF STORES AND PRICES:

SN	Item Description	Qty (mtrs)	All fig in Rs.	
			Basic per mtr rate	Extended Value
1	Flexible Wire Rope, conforming to IS:2266-2002 , size 12 mm	1200	45.87	55044.00
2	Flexible Wire Rope, conforming to IS:2266-2002 , size 19 mm	500	108.41	54205.00
3	WINDING ROPE-32MM, conforming to IS : 1855: 2003 DGMS approved	1100	622.22	684442.00
4	WINDING ROPE-25MM, conforming to IS : 1855: 2003 DGMS approved	550	378.42	208131.00
5	MAN-RIDING HAULAGE ROPE 16 MM , conforming to IS : 1855: 2003 DGMS approved	13500	125.08	1688580.00
	MAN-RIDING HAULAGE ROPE 26 MM , conforming to IS : 1855: 2003 DGMS approved	6000	210.00	1260000.00
Total				3950402.00
GST Extra @18%				711072.36
Pre dispatch inspection charges @1% applicable only for item nos. 3,4,5,6 (on Basic + GST)				45325.61
GST on inspection charges @18%				8158.61
Total cost				4714958.57

( Detailed technical specifications enclosed as Annexure 'A' )

Total Value : Total Procurement value: Rs. 4714958.57 (Rupees Forty Seven Lakhs Fourteen Thousand Nine Hundred Fifty Eight Paise Fifty Seven only)

2. BASIC PRICE: The above basic prices shall remain firm till the complete execution of order and are on FOR destination basis inclusive of packing, forwarding and insurance charges.. The rates shall remain firm till complete execution of the order.

*Arun*  
23/5/2018

*[Signature]*  
23/5/18

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M/s. Usha Martin Ltd.

**3. GST:** GST Shall be payable extra as legally applicable. The current applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall comply GST rules and upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you. You will pass on the total Input Tax Credit Duty on implementation of GST to Western Coalfields Limited which you will receive in future, if any.

**4. DELIVERY:** Supply should be completed within three ( 3 ) months from the date of placement of order. The delivery period of order will be reckoned from the 7th day of order date.

**5. Inspection: Pre-Despatch Inspection :** Not applicable for item no. 1 & 2, and applicable for item 3,4,5&6.

- a. **THIRD PARTY PRE DESPATCH INSPECTION :** Pre dispatch inspection of the ordered materials shall be carried out by M/s. CMPDIL, Ranchi at your works. The inspection fee @ 1.18% (including 18% GST on inspection fees) of the FOR destination price shall be initially paid by you to CMPDIL, which shall be reimbursed to you along with the payment against documentary evidence. You are eligible for Input Tax Credit on GST charged by the inspecting authority for Pre-dispatch inspection charges. Therefore, you should not charge the same when supplies are made. The rate applicable to the goods will be applicable to the inspection charges as this would be covered under the composite supply. GST on Pre dispatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL. You have to give a notice of 15 days in advance to CMPDIL, that the goods are ready for inspection complete in all respects and shall provide for every facility to the inspecting officer to carry out inspection.
- b. **Final inspection** shall be arranged by the consignee at destination stores. If there is any defect found in the materials supplied, you will arrange the replacement of the same free of cost.

**6. PAYMENT TERMS:** The Bidders shall confirm their acceptance of the following Payment Terms: **100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills, whichever is later.**

**7. PAYING AUTHORITY;** GENERAL MANAGER (FIN), WCL, HQRS  
**Bank details of the firm for making of EFT Payment ( as per the offer )**  
Name of the Bank : State Bank Of India, CAG, Kolkata-71,  
Account no: 10373629382  
Nature of Account : CASH CREDIT  
IFS Code : SBIN0009998

**8. SUBMISSION OF BILLS:**

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 (as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- E-Way Bill as per Government notification
- Consignment note / RR/ LR in original, if applicable.
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- Any other document as specified in the Order.

**9. "e-way bill:** In the event the delivery of goods by supplier is on 'FOR' Destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way Bill."

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**10. CONSIGNEE & ALLOCATION:** Depot Officer, Central Stores, Tadali, WCL

Urjagram, PO : Tadali, Dist : Chandrapur - 442401

Phone / Fax no: 07172- 237295, 237076

TIN no: 27780000004V: CST no: 27780000004C

Provisional GSTN ID : 27AAACW1578L1ZW

**ALLOCATION:** The Wire Ropes are to be issued to the concerned Areas only after release order from GM (E&M) WCL, Hqrs.

**11. GUARANTEE / WARRANTY:** Warranty in respect to substandard material and poor workmanship, faulty design (excluding normal wear and tear) for manufacturing defect should be valid for a period of 12 months from the date of commissioning / fitment OR 18 months from the date of receipt and acceptance of the materials at destination stores, whichever is earlier. Defective wire ropes will be replaced free of cost. Warranty replacement should be completed within one month from the date of claim. All cases of warranty will be decided on the basis of Joint inspection of the failed ropes held between user's representative and the manufacturer's representative.

**12. LIQUIDATED DAMAGES cum Risk purchase clause:**

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, WCL 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 %. Wherever felt necessary the limit of 10% can be increased to 15% at the discretion of Head of 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. Mode of dispatch:** The materials should be dispatched by Road transport upto the destination stores on freight paid basis. The materials are to be despatched from your factory located at Ranchi, Jharkand. The responsibility of safe arrival of the materials at destination stores will lie on you.

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Akshay  
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**15. Price Certificate:** A Price Certificate shall be submitted by the supplier along with their Invoice as under: "Certified that we have not offered the same products at a price lower than that offered in the present bill in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices 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 order."

**16. SECURITY DEPOSIT :** You have to furnish Security Deposit amount for 10% landed value of the order i. Rs. 4,71,496 only (Rs. Four Lakhs Sventy one thousand Four hundred and Ninety Six only in the form of Demand Draft / Bank Guarantee in favour of Western Coalfields Ltd, Nagpur within 15 days from the date of issue of this order. Format of Bank Guarantee is enclosed at Annexure-C.

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.

*NOTE:- The Bank Guarantee issued by the issuing Bank on your behalf in favour of Western Coalfields Limited shall be in paper form as well as issued under Structured Financial System (SFMS) mode. The beneficiary Bank Details are as under:*

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Name of Bank	ICICI Bank
Bank Account No.	005905018053
Customer ID of Beneficiary	556096497
Department	Purchase
Bank A/c No: / Cust ID of beneficiary	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
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

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

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.

17. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure'B'. Any dispute arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land".

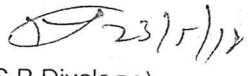
Akumey  
23/5/11

23/5/11

Please acknowledge the receipt of this order within 15 days from date of receipt of this order and return the second copy of this order duly signed & stamped with seal of your company as a token of acceptance otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.

Yours faithfully,

  
(Alok Kumar)  
Deputy Manager (MM)


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

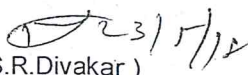
- Encl: 1. Technical Specifications (Annexure A)  
2. General Terms and conditions for supply of materials. (Annexure B)  
3. Format of Bank Guarantee (Annexure 'C')

**BUDGET CERTIFICATION DETAILS:**

Name of Area	Budget Diary No.	Amount in Rs.
Patherkheda	WCL/PKD/BC/18-19/HQ/E&M/STORES/45 DT. 22.05.2018	855792.00
Kanhan	KAN/MB/OTHER/STORE/HQ/18-19/22 DTD 22.05.218	1504344.00
Pench	WCL/PENCH AREA/BD/R/3/5//04/18-19 DT. 22.05.2018	12792.00
Nagpur	AFM/CGM/NGP/BC/REV/CAP/A&B/HQ/18-19/163 & 164 DT. 22.05.2018	1207480.49
Majri	E&M/Stores/18-19/11/20.08.2017	475730.00
Chandrapur	RB/CHA/AREA/MB/A&B/E&M/OTHER/STORES/61/11/2018-19 DT. 22.05.2018	21651.00
Ballarpur	BA/RB/E&M/HQ/CP/23/142/18-19 DT. 22.05.2018 BA/RB/E&M/other storeHQ/CP/12/138/18-19 DT. 16.10.2017	180128.00 898329.28

- Copy to: 1. AGM / GM , WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north/CWS Areas  
2. GM (E&M) / GM(Fin)-I/ GM(Fin)-II, WCL, HQRS  
3. CM(Fin)FC, WCL Hqrs BC Ref,  
4. SO(MM)/SO(E&M), WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north Areas  
5. Depot Officer, WCL, Central Stores, Tadali  
6. GM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi -834008  
7. GM(MM), CIL, SECL, MCL, CCL, NCL, ECL, BCCL  
This is issued against approved & vetted MB 2017-18 and with the approval of competent authority

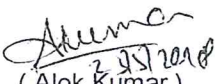
  
(Alok Kumar)  
Deputy Manager (MM)

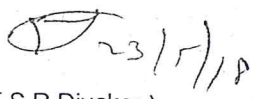
  
(K.S.R. Divakar)  
Chief Manager (MM)

TECHNICAL SPECIFICATIONS (ANNEXURE A)

S. No	Item Code	Description of Item
1	item1	Flexible Wire Rope, conforming to IS:2266-2002 , size 12 mm
2	item2	Flexible Wire Rope, conforming to IS:2266-2002 , size 19 mm
<b>Common Conditions for item 1 and 2</b>		
STANDARDS, MARKING & CERTIFICATIONS :		
i. The specification of flexible wire ropes shall conform to IS:2266-2002		
ii. Marking details on rope, coil/reel : as specified at clause no.12 of IS: 2266-2002 shall be legibly mentioned.		
BIS certification Marking : The rope shall carry ISI mark as per clause no. 12.2 of IS : 2266-2002		
TECHNICAL PARAMETERS :		
i. Construction - 6x19(12/6/1) CF		
ii. Type - Round Strand		
iii. Tensile Designation - 1570 N/sq.mm		
iv. Core - IWRC		
v. Lay - Right hand ordinary lay (RHO)		
vi. Pre-formed		
vii. Un-Galvanised		
viii. Steel Grade : As per IS : 1835-1976		
DOCUMENTS TO BE SUBMITTED with CONSIGNMENTS :		
i. Notary attested copy of valid BIS license for use of BIS certification mark on the offered ropes.		
ii. Self attested copies of works test certificates in respect of breaking strength test as per IS:6594-2001 for ropes manufactured in the past.		
iii. Technical brochures / leaflets, if any		
S. No	Item Code	Description of Item
3	item3	WINDING ROPE-32MM, conforming to IS : 1855: 2003
DIAMETER : 32 MM		
MINIMUM BREAKING LOAD : 656 KN		
STRANDS : FLATENED		
CONSTRUCTION : 6XV8(7- Δ)-CF		
LAY : RHL		
TENSILE DESIGNATION : 1770		
CUT LENGTH : 4X 275 Mtrs		
IS APPLICABLE : IS : 1855: 2003		
GALVANIZATION REQUIRED : - YES		
S. No	Item Code	Description of Item
4	item4	WINDING ROPE-25MM, conforming to IS : 1855: 2003
DIAMETER : 25 MM		
MINIMUM BREAKING LOAD : 400 KN		
STRANDS : FLATENED		
CONSTRUCTION : 6XV8(7- Δ)-CF		
LAY : RHL		
TENSILE DESIGNATION : 1770		
CUT LENGTH : 2X 275Mtrs		
IS APPLICABLE : IS : 1855: 2003		
GALVANIZATION REQUIRED : - YES		
S. No	Item Code	Description of Item

5	item5	MAN-RIDING HAULAGE ROPE 16 MM , conforming to IS : 1855: 2003		
DIAMETER		: 16 MM		
MINIMUM BREAKING LOAD		: 167 KN		
STRANDS		: ROUND		
CONSTRUCTION		: 6X7(6- 1)-CF		
LAY		: RHL		
TENSILE DESIGNATION		: 1960		
CUT LENGTH S		: 1X 2500 Mtrs	: 2X3000Mtrs	: 1X5000Mtrs
IS APPLICABLE		: IS : 1855: 2003		
GALVANIZATION REQUIRED :		- YES		
S. No	Item Code	Description of Item		
6	item6	MAN-RIDING HAULAGE ROPE 26 MM , conforming to IS : 1855: 2003		
DIAMETER		: 26 MM		
MINIMUM BREAKING LOAD		: 440 KN		
STRANDS		: ROUND		
CONSTRUCTION		: 6X7(6- 1)-CF		
LAY		: RHL		
TENSILE DESIGNATION		: 1960		
CUT LENGTH		: 2X3000Mtrs		
IS APPLICABLE		: IS : 1855: 2003		
GALVANIZATION REQUIRED :		- YES		
<b>Common Conditions for item 3,4,5&amp;6</b>				
The rope shall be tested for all tests including test for measured breaking force (Method B) and tests on wires from the ropes and full works certificate shall be submitted along with the supplies.:As per clause 5 of IS: 13917-2003.				
Approval: The ropes at sl. No. 3 to 6 shall have valid DGMS approval.				
Marking: All ropes shall carry BIS certification mark.				
<b>PRE-DESPATCH INSPECTION AND TESTS :</b>				
The ropes will be inspected by WCL's representative/third party inspection agency at manufacturer's works before dispatch of the ropes to ascertain the conformity of the ropes to supply order specifications and relevant IS specifications.				
The manufacturer shall make available to the inspection the required test facilities with necessary support for conducting the tests as per ISS.				
The manufacturer shall make available to the inspector the following documents during inspection.				
(a) Copies of relevant IS specifications.				
(b) Copies of valid BIS license for use of BIS certification for the ropes.				
(c) Copies of DGMS approvals for Winding / Man riding haulage rope . For item 3 to 6 only				
(d) The records of test results in respect of tests on wires prior to rope manufacture.				
(e) All other records pertaining to quality checks at various stages of manufacturing as per QAP.				
<b>TECHNICAL SUPPORT/AFTER SALES SERVICE :</b>				
In addition to normal after sales service the successful tenderer's service engineer will have to make at least 4 visits annually to the location where the wire rope supplied by the tenderer is installed for joint inspection and submission of report on quality and performance of the rope.				
<b>DOCUMENTS TO BE SUBMITTED WITH CONSIGNMENT :</b>				
Self attested copies of DGMS approvals for Winding/man riding haulage ropes ONLY.				
Full works certificates for the rope being supplied and pre-despatch inspection report of the inspector.				

  
(Alok Kumar)  
Deputy Manager (MM)

  
(K.S.R. Divakar)  
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:

1. "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.
2. 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.
3. "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.
4. The Chairman - cum Managing Director means Chairman - cum Managing Director of Western Coalfields Limited, Nagpur
5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
6. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
7. 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.
8. 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.
9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
10. The term PARTICULARS shall mean the following :
  - I. Specification
  - ii. Drawing
  - iii. Sealed pattern denoting a pattern sealed and signed by the inspector
  - iv. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
  - v. 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.
  - vi. Proprietary make denoting the product of an individual manufacturer
  - vii. Any other details governing the construction, manufacturer and or supply as existing in the contract
11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
12. 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.