



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. 11100131718021

Regd.Post /AD

Dt.06.06.2018

To
M/s Visakha Wire Ropes Limited
D 15 & 16, Autonagar
VISKHAPATNAM-530 012 AP

Vendor Code : 502031
FAX NO: 0712-2244857

Sub: Supply order for Roof Stitching Wire Ropes

Ref: 1. Our e-tender no: WCL-hq-pur-akd-ra-e111-2017-18 opened on 05.02.2018 (Tender ID : 2018_WCL_90181_1)

2. Your offer no: 03/VISAKHA/ADH/2017-18/02 Dt. 29.01.2018 (Bid id : 270763) and further correspondence through portal

3. Your Price justification letter no. VISAKHA/WCL/24/2018 Dt. 18.04.2018

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 (kgs)	Basic per kg	Extended Value (Rs.)
1	Steel Wire Ropes for Roof Stitching Purpose as an additional support in Underground Coal Mines, size 16 mm dia Make: M/s. Visakha Wire Ropes Ltd.	58000	60	3480000.00
2	Steel Wire Ropes for Roof Stitching Purpose as an additional support in Underground Coal Mines, size 19 mm dia Make: M/s. Visakha Wire Ropes Ltd.	182000	61	11102000.00
GST Extra @18%				2624760.00
Pre dispatch inspection charges @1% on (Basic +GST)				172067.60
GST on inspection charges @18%				30972.17
Total cost				17409799.77

(Detailed technical specifications enclosed as Annexure 'A')

Total Value : Total Procurement value: Rs. 1,74,09,799.77 (Rs. One Crore Seventy Four Lakhs Nine Thousand Seven Hundred Ninety Nine and Seventy Seven Paise)

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, Freight and insurance charges.. The rates shall remain firm till complete execution of the order.

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 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)

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borne by WCL shall be recovered from you. You will pass on the additional Input Tax Credit Duty on implementation of GST to Western Coalfields Limited which you will receive in future, if any.

4. DELIVERY :

- a. Roof Stitching Wire Rope 16 MM: 58 MT shall be delivered within 4-6 weeks.
- b. Roof Stitching Wire Rope 19 MM: 90 MT shall be delivered within 4-6 weeks and thereafter balance to be supplied within next month.

The delivery period shall be reckoned from 7th (Seventh) day of order date.

5. Inspection: Pre-Despatch Inspection

- a. **THIRD PARTY PRE DESPATCH INSPECTION :** Pre dispatch inspection of the Roof stitching wire ropes 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.

Mode of payment – In the event the inspection agency is CMPDIL, then the payment of pre-despatch inspection fee shall be made through state bank collect in the hyperlink created on CMPDI website i.e. www.cmpdi.co.in. The e-receipt of the payment made towards pre-despatch inspection fee shall be submitted along with the invoice in order to claim the reimbursement of the same from WCL.

- 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: 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 : AXIS Bank, Gajuwaka Branch,
Account no: '075010200015631
Nature of Account : Current Account
IFS Code : UTIB0000075

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.
- Performance Bank Guarantee
- 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."

Akshay
6/6/18

[Signature]
6/6/18

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 (S&C) WCL, Hqrs.

11. GUARANTEE / WARRANTY: You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials and their proper fitment on the equipment for which these are intended for. Material shall be guaranteed /warranted for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of fitment / monitoring on the equipment /use, whichever is earlier. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Western Coalfields Limited.

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

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right

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to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

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.

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.e., for Rs. 17,40,980 only (Rs. Seventeen Lakhs Fourty thousand Nine hundred and Eighty 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 Money may be converted into performance bank guarantee (PBG). However, the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

Bank Guarantee shall be in proper format as well as in SFMS mode as indicated in PBG clause. 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.

17. Performance Bank Guarantee: You have to furnish a Performance Bank Guarantee as per the format at Annexure - 'C', for satisfactory operation and performance valid for 18 months from the date of supply of Wire Ropes, equivalent to 10% value of the contract including taxes and duties etc. to the FOR destination price of the equipment on order, covering the warranty period order i.e., for Rs. 17,40,980 only (Rs. Seventeen Lakhs Fourty thousand Nine hundred and Eighty only). The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(S&C)HOD, WCL(HQ)s. Any short fall of performance availability, deduction shall be made as per technical specification. No Payment shall be made without submission of Performance Bank Guarantee.

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

[Handwritten Signature]
6/6/18

[Handwritten Signature]
6/6/18

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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

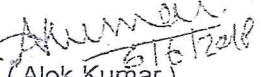
Any extension / amendments to the BG shall be done following the same procedure as above.

18. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure 'B'.

19. Jurisdiction of Court: Any dispute arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land".

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')

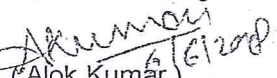
BUDGET CERTIFICATION DETAILS:

Name of Area	Budget Diary No.	Amount in Rs.
Kanhan	KAN/MB/OTHER/STORE/HQ/18-19/23 DTD 24.05.218	2527815.00
Pench	WCL/PENCH AREA/BC/R/2/3/4/18-19 DT. 28.03.2018	93400.00
Nagpur	AFM/CGM/NGP/BC/REV/OS/SAFETY/A&B CLASS/18-19/2 DT. 17.02.2018	2331000.00
Chandrapur	RB/CHA/AREA/MB/A&B/E&M/OTHER/STORES/SAFETY/60/05/2018-19 DT. 29.09.2017	14472750.00
Ballarpur	BA/RB/SAFET BUDGET/HELMET/HQ/CP/8/140/18-19 DT. 28.01.2018	3000000.00

Copy to:

1. AGM / GM , WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north/CWS Areas
2. GM (S&C) / GM(Fin)-I/ GM(Fin)-II, WCL, HQRS
3. CM(Fin)FC, WCL Hqrs BC Ref,
4. SO(MM)/SO(S&C), 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 with a request to inspect the items as per Predispatch Inspection clause.
7. GM(MM), CIL, SECL, MCL, CCL, NCL, ECL, BCCL
8. Sr. Manager(MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs.1,74,09,799.77

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)

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TECHNICAL SPECIFICATIONS (ANNEXURE A)

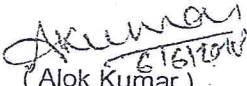
Sl No.	Item Description	Tender Qty in MT
1.1	Steel Wire Rope size 16 mm for Roof Stitching Purpose as an an additional support in UG mines - Technical Specifications :- Nominal Diameter of the Rope :- 16mm (+4% , -1% tolerance) Construction :- 3x7 (6 – 1) round strand, ungalvanised Lay :- RHO or LHO ,without Fibre cores Non Lubricated Tensile strength of Steel wire :- 1570 N/mm ² (minimum) Mass per unit length :- 0.89 kg/mtr. (approximately) Minimum Breaking strength :- 12 MT The pitch of the strand shall not exceed 160mm	58000 Kgs
1.2	Steel Wire Rope size 19 mm for Roof Stitching Purpose as an an additional support in UG mines - Technical Specifications :- Nominal Diameter of the Rope :- 19mm (+4% , -1% tolerance) Construction :- 3x7 (6 – 1) round strand, ungalvanised Lay :- RHO or LHO ,without Fibre cores Non Lubricated Tensile strength of Steel wire :- 1570 N/mm ² (minimum) Mass per unit length :- 1.20 kg/mtr. (approximately) Minimum Breaking strength :- 17 MT The pitch of the strand shall not exceed 190mm	182000 Kgs

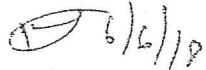
1.3 Packing & marking for both 16mm & 19mm diameter roof stitching Wire Ropes shall be as under :

a. The roof stitching wire ropes shall be supplied in the form of coils of 500 kgs ($\pm 10\%$) and /or in form of reel of 1500 kg / 2000 kgs ($\pm 10\%$) each and properly packed to avoid transit damages.

b. Each coil / reel of the roof stitching wire rope should be marked / tagged to indicate the following details clearly.

1. Coil / Reel No.
2. Manufacturer ID with year of manufacturing.
3. Manufacturer's Name.
4. Diameter of the rope, construction, Net weight & length of the rope in the reel.
5. Test Certificate No. & copy of test certificate
6. Supply order no. & date.


(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.

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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.
13. 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.
14. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
15. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
16. UNIT & QUALITY means the unit and quantity specified in the schedule.
17. 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:
 - i. The consignee at his premises or
 - ii. Where so provided the interim consignee at his premises or
 - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - iv. 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 feminine 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 respect of all the Acts as the case may be.
- 6 (a) Parties:- The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
(b) Address to which communications are to be sent

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgment due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

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6/16/2018

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