



# 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. 11000131718082

Regd.Post /AD

Dt.06.09.2018

To

M/s Usha Martin Limited  
Shop No. 71, "Sanskrutik Sankul",  
Jhansi Rani Square, Sitabuldi, Nagpur - 440012

Vendor Code : 516025

FAX NO: 0712-6637179

Email: [prem\\_tumpati@ushamartin.co.in](mailto:prem_tumpati@ushamartin.co.in),  
[anup Kapoor@ushamartin.co.in](mailto:anup Kapoor@ushamartin.co.in)

Sub: Supply order for Wire Ropes

- Ref:
1. Tender id 2018\_WCL\_94261\_1, & tender no. WCL-hq-pur-akd-e132-2017-18 opened on 12.03.2018
  2. Your offer UML/WCL/Engg.Rp./17-18/4 Dt.06.03.18 (Bid id : 282336) and further correspondence through portal
  3. Your Price justification letter no. UML/NGP/2018-19/WCL/02 Dt. 21.07.2018

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of following Engineering 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	Extended Value
1	Engg wire rope 64 mm 8x37 cons.SF, RHL Cut length 240 Mtrs	1440	1657.70	2387088.00
2	Engg wire rope 64 mm 6x36 cons. RHL Cut length 140 Mtrs	1400	1383.56	1936984.00
3	Engg wire rope 38/39 mm 6x36 cons. RHL Cut length 60 Mtrs	1740	487.95	849033.00
4	Engg wire rope 32 mm 6x36 cons. RHL Cut length 130 Mtrs	390	359.41	140169.90
5	Engg wire rope 10 mm 6x36 cons. RHL Cut length 200 Mtrs	1000	49.56	49560.00
Total without GST				5362834.90
GST Extra @18%				965310.28
Total cost				6328145.18

**Total Value:** Total Procurement value: Rs. 63,28,145.18 (Rs. Sixty three lakhs Twenty Eight thousand One forty five and Eighteen Paise)

**Technical Specifications:** Detailed technical specifications enclosed as Annexure 'A'

**2. BASIC PRICE:** The above prices are on FOR Destination basis inclusive of freight and insurance and shall remain firm till the complete execution of order. The safe arrival of the consignment upto the destination stores shall be the responsibility of the vendor.

**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) 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:** To commence within 3 months from the date of supply order and to be completed thereafter within 3 months. The delivery period shall be reckoned from 7th (Seventh) day of order date.

**5. Inspection:** 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.

*Suma*  
6.9.2018

*6/9/18*

Supply order reference : 11000131718082

7. PAYING AUTHORITY; GENERAL MANAGER (FIN)/c-I, 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, as per technical specifications.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract / technical specifications.
- Performance Bank Guarantee
- Any other document as per supply order and technical specifications, if any.

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."

10. CONSIGNEE : Depot Officer, Central Stores, Tadali, WCL

Urjagram, PO : Tadali, Dist : Chandrapur - 442401

Phone / Fax no: 07172- 237295, 237076

TIN no: 27780000004V: CST no: 27780000004C GSTN ID : 27AAACW1578L1ZW

ALLOCATION: The Wire Ropes are to be issued to the concerned Areas only after release order from GM (Excv) 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 :-

- 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.
- 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
- 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
- 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.
- To forfeit security deposit in full or part.
- 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.

*Akumar*  
6/9/18

*6/9/18*

Supply order reference :11000131718082

M/s. Usha Martin Ltd.

**13. Force Majeure:** 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 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 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.

- 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 to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- 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.
- 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 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 the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% ( ten percent ) value i.e., Rs. 6,32,815/- of the awarded contract within 15 days' time from the date of supply 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 material, 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. 6,32,815/- (Rs. Six Lakhs Thirty two thousand Eight hundred and fifteen only. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(Excv)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	Western Coalfields Ltd
Name	Head Quarter
Area	ICICI Bank
Name of Bank	005905018053
Bank Account No.	556096497
Customer ID of Beneficiary	Purchase
Department	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
Bank A/c No: / Cust ID of beneficiary	ICIC0000059
IFSC code	Hrshikesh Sakalkale Ph n: +91-9923202096
Bank Manager Name & Ph no:	
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.

*Akumar*  
6/9/18  
Page 3 of 18

*6/9/18*

M/s. Usha Martin Ltd.

Supply order reference : 11000131718082

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.

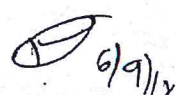
18. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure 'B'.

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')

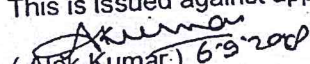
**BUDGET CERTIFICATION DETAILS:**

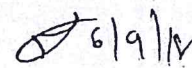
Name of Area	Budget Diary No.	Amount in Rs.
Majri	RB/MB/Excvt/4450/Other stores/06/01 Dt. 08.03.2018	187667.00
Chandrapur	RB/CHA/AREA/MB/A&B/HEMM store/166/03 2018/19 Dt. 11.03.2018	326400.00
Ballarpur	BA/RB/Excvt/HEMM/Wireropes/A&B/5/149/18-19 DT. 17.03.2018	4600900.00
Wani	RB/WA/CGM/555 18-19 Dt. 09.03.2018	797472.00
Wani North	Rev/WNA/HQ-A&B/18-19/Excvt/3 DT. 29.03.2018	275062.00
Umrer	WCL/UA/HQ/Other store/2018-19/02/23 Dt. 05.03.2018	223343.00

Copy to:

1. AGM / GM , WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north /CWS Areas
2. GM (Excvt) / GM(Fin)-I/ GM(Fin)-II, WCL, HQRS
3. CM(Fin)FC, WCL Hqrs BC Ref,
4. SO(MM)/SO(Excvt), 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
8. Sr. Manager(MM/Admn.), WCL(HQ), Nagpur - The total value of the order is Rs. 6328145.18

This is issued against approved & vetted MB 2018-19 and with the approval of competent authority

  
(Alok Kumar) 6/9/2018  
Deputy Manager (MM)

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

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M/s. Usha Martin Ltd.

**TECHNICAL SPECIFICATIONS (ANNEXURE A)**

1	Engg wire rope 64 mm 8x37 cons.SF, RHL Cut length 240 Mtrs
Tensile Strength 1770	
Equipment & application - 20/90 D/L, Hoist	
2	Engg wire rope 64 mm 6x36 cons. RHL Cut length 140 Mtrs
Tensile Strength 1770	
Equipment & application - 20/90 D/L, Drag	
3	Engg wire rope 38/39 mm 6x36 cons. RHL Cut length 60 Mtrs
Tensile Strength 1770	
Equipment & application - EKG, Hoist	
4	Engg wire rope 32 mm 6x36 cons. RHL Cut length 130 Mtrs
Tensile Strength 1770	
Equipment & application - EKG, Boom	
5	Engg wire rope 10 mm 6x36 cons. RHL Cut length 200 Mtrs
Tensile Strength 1570	
Equipment & application - EKG, Trip	
Common Conditions	
A. Core - IWRC	
B. The Wire Ropes should be Ungalvanised steel wire ropes, round strand, preformed conforming to BIS : 2266/2002 or latest for general engineering and excavation purpose, size, construction, lay, core, tensile strength, application and cut length as indicated above:	
C. Packing : The above ropes should be properly lubricated with suitable grease. All the above ropes should be properly coiled in wooden reels of adequate strength covered by thick sheet of plastic / water resistant materials tying subsequently by sheet of gunny or hessain, each layer tied properly with manila rope. The flange of reel should be protected to prevent damages during unloading and handling. The maximum diameter of the reel shall not exceed 1.5 meter and gross weight shall not exceed 5 tonne. The reel should be properly marked with particulars like rope dia, tare weight, construction, gross weight and length etc.	
D. BIS marking : All the ropes shall carry BIS certification marking as per IS : 2266 – 2002. The supplier should submit the notarised copy of valid BIS licence for manufacturing and marking as per IS : 2266 – 2002 or latest	
E. Color Coding : For easy identification of rope, one strand should be colored by color which will be informed by WCL at the time of placement of supply order at no extra cost to WCL. Alternately, supplier may put a color tape / thread of PVC with name of the firm written in a color on the same, in the core of rope at no extra cost to WCL	
F. Tolerances : The tolerance on any reel shall be -0.5% to +1% provided that the total quantity should not exceed 1% of the consignee.	
G. Test Certificate : Supplier will submit manufacturing certificate and warranty certificate along with each consignment. All consignment will be BIS marked wherever applicable and BIS certificate to be submitted for those sizes which are covered by BIS.	
H. Technical support & service : In addition to normal after sales service, tenderer will render technical support and service to ensure usage, maintenance and satisfactory performance of the ropes supplied. Bidder has to provide technical support services as and when required basis to all the areas of WCL where the wire ropes supplied by them are working.	
I. FINAL INSPECTION: 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.	

*Alok Kumar*  
(Alok Kumar)  
Deputy Manager (MM)

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

