



# 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. 11000131719176

Regd.Post /AD

Dt.02.12.2019

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),  
[anupkapoor@ushamartin.co.in](mailto:anupkapoor@ushamartin.co.in)  
[santanu\\_das@ushamartin.co.in](mailto:santanu_das@ushamartin.co.in)

Sub: Supply order for Wire Ropes

- Ref: 1. Our e-tender no: Tender No. WCL-hq-pur-akd-e038-2019-20 (tender id: 2019\_WCL \_140912 \_1) opened on 08.07.2019  
2. Your offer UML/WCL/Engg.Rp./19-20/1 Dt.01.07.19 (Bid id : 420714) and further correspondence through portal  
3. Your Email Dtd. 20.11.2019 regarding the price reduction

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  | Ordered Qty (Mtrs) / reels | FOR Destination prices | Extended Value (Rs.) |
|-----------------------------------|---|----------------------------|------------------------|----------------------|
|                                   |   |                            | Rs./ Mtr.              |                      |
| 1                                 | Engg wire rope 64 mm 6x36 cons.RHL Cut length 140 Mtrs  | 560m(4 reels)              | 1246.94                | 6,98,286.40          |
| 2                                 | Engg wire rope 70 mm 6x36 cons.RHL Cut length 139 Mtrs  | 973m(7 reels)              | 1490.72                | 14,50,470.56         |
| 3                                 | Engg wire rope 60 mm 6x36 cons.RHL Cut length 259 Mtrs  | 1036m(4 reels)             | 1083.89                | 11,22,910.04         |
| 4                                 | Engg wire rope 64 mm 8x37 cons. RHL Cut length 240 Mtrs | 480m(4 reels)              | 1657.70                | 7,95,696.00          |
| Sub Total                         |   |                            |                        | 40,67,363.00         |
| GST extra @18% on sub total above |   |                            |                        | 7,32,125.34          |
| Total                             |   |                            |                        | 47,99,488.34         |

Note: WCL reserves the right to increase the ordered quantity of item nos. 1 and 3 upto tendered quantity of 840 Mtrs ( 6 reels) and 1554 Mtrs ( 7reels) respectively.

**Total Value:** Total Procurement value: Rs. 47,99,488.34 (Rs. Forty seven lakhs ninety nine thousand four hundred eighty eight and thirty four Paise)

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

**2. BASIC PRICE:** The above prices are 'FIRM' and on FOR Destination basis inclusive of Packing, forwarding, freight and insurance charges upto destination. The safe arrival of the consignment upto the destination stores shall be your responsibility.

**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 WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from supplier. "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to WCL by way of commensurate reduction in prices", as per the provision of GST Act.

*Akumar*  
21/12/2019

*Ushamartin*

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4. **DELIVERY:** The delivery period is within 4 months from date of placement of supply order and delivery date shall be reckoned from 7th 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, and submission & acceptance of Bank Guarantee, whichever is later.

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,34,Jawahar Lal Nehru Road,Sribiddhi Bhavan,Kolkata-700071  
Account no: 38381410046  
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.
- Price certificate & Price fall clause certificate
- 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: 2778000004V: CST no: 27780000004C GSTN ID : 27AAACW1578L1ZW

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

*Admission*  
21/12/2019

*S. D. Hanuman*

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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:** 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 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 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. 4,79,949/- (Rs. Four Lakhs Seventy Nine thousand Nine hundred and Fourty Nine only. 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. 4,79,949/- (Rs. Four Lakhs Seventy Nine thousand Nine hundred and Fourty Nine only. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(Exc)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                    | IICI Bank              |
| Bank Account No.                | 005905018053           |
| Customer ID of Beneficiary      | 556096497              |
| Department                      | Purchase               |

*Aruna*  
21/2/2015

*W. Ganar*

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|   |   |
|---|---|
| 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

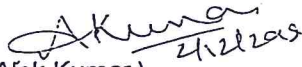
Any extension / amendments to the BG shall be done following the same procedure as above.

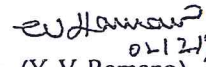
18. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure 'B'.

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)

  
(Y. V. Ramana)  
Chief Manager (MM) P-III

- 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:**

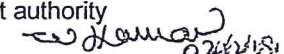
| Name of Area | Budget Diary No.                    | Amount in Rs.  |
|--------------|-------------------------------------|----------------|
| Ballarpur    | BA/RB/4/161/19-20 DT. 28.05.2019    | 23,10,306.00/- |
| Wani         | RB/WA/CGM/496 19-20 Dt. 14.05.20109 | 36,32,199.00/- |

Copy to:

- AGM / GM , WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north /CWS Areas
- GM (Excv) / GM(Fin)-I/ GM(Fin)-II, WCL, HQRS
- CM(Fin)C&B, WCL Hqrs
- SO(MM)/SO(Excv), WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north Areas
- Depot Officer, WCL, Central Stores, Tadali
- GM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi -834008.
- GM(MM), CIL, SECL, MCL, CCL, NCL, ECL, BCCL
- Sr. Manager(MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 47,99,488.34

This is issued against approved & vetted MB 2019-20 and with the approval of competent authority

  
(Alok Kumar)  
Deputy Manager (MM)

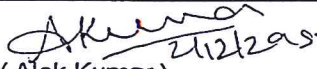
  
(Y. V. Ramana)  
Chief Manager (MM) P-III

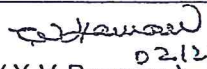
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**TECHNICAL SPECIFICATIONS (ANNEXURE A)**

|   |   |
|---|---|
| 1   | Engg wire rope 64 mm 6x36 cons.RHL Cut length 140 Mtrs  |
| Tensile Strength 1770 N/sq. mm  |   |
| Equipment & application - 20/90 Drag Line, Drag   |   |
| 2   | Engg wire rope 70 mm 6x36 cons.RHL Cut length 139 Mtrs  |
| Tensile Strength 1770 N/sq. mm  |   |
| Equipment & application - 24/96 Drag Line, Drag   |   |
| 3   | Engg wire rope 60 mm 6x36 cons.RHL Cut length 259 Mtrs  |
| Tensile Strength 1770 N/sq. mm  |   |
| Equipment & application - 24/96 Drag Line, Hoist  |   |
| 4   | Engg wire rope 64 mm 8x37 cons. RHL Cut length 240 Mtrs |
| Tensile Strength 1770 N/sq. mm  |   |
| Equipment & application - 20/90DL Drag Line Hoist   |   |
| Common Conditions   |   |
| A. Core - IWRC  |   |
| B. The Wire Ropes should be Ungalvanised steel wire ropes, round strand, preformed confirming 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 greases. All the above wire ropes shall be properly coiled in wooden reels of adequate strength covered by thick sheet of plastic /water resistant material laying subsequently by sheet of gunny or Hessian. Uppermost layer should be properly tied. The flange of reels should be adequately protected to prevent damages during unloading and handling. The packing shall be sufficient to withstand rough handling during transit and exposure to rough weather. The reel should be properly marked with particular like rope dia, cut length, construction, tare weight, gross weight etc. |   |
| D. BIS marking : All the ropes shall carry BIS certification marking as per IS : 2266 – 2002 or latest wherever applicable.   |   |
| E. Color Coding : For easy identification of rope, once 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. Alternatively 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 allocation to 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, you will render technical support and service to ensure usage, maintenance and satisfactory performance of the ropes supplied. You have 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)  
Deputy Manager (MM)

  
(Y. V. Ramana)  
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.

