



(Under jurisdiction of Nagpur court only)
WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)
 CIN No. U10100MH1975GOI018626

Office of the General Manager(MM)
 Materials Management Department,
 Coal Estate, Civil Lines
 Nagpur 440 001

Ph. PBX : 0712 - 2511381,
 2511227 EXT 5859/5825/5538
 Fax : 0712 - 2510284
 Website : westerncoal.gov.in

Formal Supply Order No:11100120418163

Dtd : 26.12.2018

By REGISTERED POST

To,
KJV Alloy Conductors Pvt Ltd
 31, Central Service Road,
 Hingana MIDC,
 Nagpur-440016
 Dear Sir,

MSE

Mob:- 7709435020
 E.Mail-kjvalloy@gmail.com

- Sub:- Supply of Aluminium Conductors Steel Re-inforced (ACSR)
 Ref:-1. Our e-tender no. WCL/ hq-pur-ad-ra-e038-2018-19 (Tender Id-
 2018_WCL_109125_1) opened on 29.08.2018 for supply of ACSR conductors.
 2. Your offer/Bid Id no. 327408 Dtd 25.08.2018 & Subsequent clarifications.

With reference to the above, we are pleased to place formal order on you for supply of ACSR Conductors as per the specification, rates, terms and conditions as stipulated below :-

| SI No. | NIT SI No | Description | UoM | Quantity (Km) | Basic Rate (Rs./Km) | Extended value (Rs) |
|--|-----------|---|-----|---------------|---------------------|---------------------|
| 1 | 1 | ACSR Conductor 50sqmm size as per IS 398 part II 1996 as amended upto date | Km | 287.54 | 32560.00 | 9362302.40 |
| 2 | 2 | ACSR Conductor 100sqmm size as per IS 398 part II 1996 as amended upto date | Km | 138.17 | 63560.00 | 8782085.20 |
| Total Extended | | | | | | 18144387.60 |
| Add GST@18% | | | | | | 3265989.77 |
| Total Procurement value inclusive of GST | | | | | | 21410377.37 |
| CMPDI Inspection charges@1% | | | | | | 214103.77 |
| Add 18% GST Charges on the CMPDI Inspection Charges | | | | | | 38538.68 |
| Total Value involved in the procurement | | | | | | 21663019.82 |
| Detailed Technical Specification shall be as per enclosed Annexure-A | | | | | | |

Total Value (in words):- Rupees Two Crore Sixteen Lakhs Sixty Three thousand and Nineteen and paise Eighty two Only

COMMERCIAL TERMS AND CONDITIONS:

- Prices** : Prices shall remain firm till the execution of the order and on F.O.R. Destination basis inclusive of Frieght,Insurance,Packing&Forwarding and transportation.The safe arrival of the consingment upto the destination stores shall be the responsibility of the supplier.

2. **GST** : GST shall be payable extra as per prevailing rules against invoice raised as per GST laws. Tax invoices be submitted as per provision of GST Act 2017. Paying authority /consignee shall avail Input Tax Credit for the goods/services. Present rate of applicable GST is 18% for supplies.
3. **Delivery** : As per the schedule given below :-
 -(a)Minimum 50% of ordered quantity of each size shall be supplied within 3 months from the date of issue of supply order.
 - (b)Balance 50 % quantity of each size shall be supplied within 6 months from the date of issue of supply order

The delivery schedule shall be reckoned from 7th day of the order date.

4. **Payment Terms** :- 100% Payment shall made within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later.

Details of Bank account for EFT are as under as per confirmation given in your offer:

Bank Details:-

| | |
|------------------------------|---|
| Name of the Bank and Branch. | UCO BANK - Mid Corporate Branch,Ajni Nagpur |
| Account Number | 00220 500047993 |
| Nature of Account | Cash Credit |
| IFS Code of the Branch | UCBA0002055 |

5. **Consignee:** Depot Officer, Central Stores, Tadali
 Western Coalfields Limited
 At Urjagram, PO: Tadali, Dist: Chandrapur (MS)- 442406
Phone no: 07172- 237076, Fax no: 07172- 237295
 TIN NO: 27780000004V dt. 01-04-2006
 CST NO: 27780000004C dt. 01-04-2006

CE Registration No.: AAACW1578LEM 080 (Range- Dharampeth, Division- Nagpur City-I, Commissionerate- Nagpur II)

6. **Guarantee/Warranty:** The materials should be guaranteed for satisfactory operation and performance for a period of 12 months from the date of use or 18 months from date of receipt and acceptance of materials , whichever is earlier. In the event of any defect in material , design , workmanship ,operation and performance during the aforesaid period , defective materials shall be replaced within reasonable time.

8. **Security Deposit:-**You will have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value of the awarded contract (landed value) i.e. for Rs. 21,66,302.00/- within 15 days time from the date of supply order. In case the the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract.

For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

9-Inspection

a) **Pre- Dispatch Inspection** :- The material will be inspected by CMPDIL at manufacturer's works before dispatch of the same to ascertain the conformity of the ACSR's to supply as per ordered specifications, relevant ISS, latest (including amendment). Such inspections shall not, in case of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and

absolve them of the obligation. The inspection fee @ 1%+applicable GST of the FOR destination price shall be initially paid by you to CMPDIL along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245, which shall be reimbursed to you along with the payment against documentary evidence. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by the vendor. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL before dispatch and shall not absolve the vendor from the contractual obligation.

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-dispatch 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-dispatch inspection fee shall be submitted along with the invoice in order to claim the reimbursement of the same from WCL.

b) **FINAL INSPECTION:** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

10. Submission Of Bills : Pre- receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note/RR/LR in original.
2. Warranty/Guarantee certificate.
3. Delivery challan in original.
4. Buyer's copy & Transporters copy of invoice in Original signed by authorised signatory
5. Manufacturing certificate
6. CMPDI Pre-dispatch inspection report
7. Copy of valid BIS License for IS certification mark
8. Any other documents mentioned elsewhere in this order.

The consignee shall forward the bills to the paying authority duly accepted along with SRV well within time so that payment is released within stipulated period of 21 days.

11-Paying Authority:- General Manager (Fin), WCL Hqrs, Nagpur (MS) -440001

12.Liquidated Damages:- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division

b) To purchase elsewhere, after due notice to the successful bidder 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 the consignment not yet due for supply, or

- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also—
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, WCL shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

13. **Force Majeure Clause** If the execution of contract / supply order is delayed beyond the stipulated period 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 Western Coalfields Limited, may allow such additional time by extending the delivery period as it considers to be justified in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, 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.

14. **Risk Purchase Clause:**

In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii. When in the judgment of the purchaser the supplier is unable to execute the order

due to various reasons.


iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.

v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

14. Price Certificate:- A Price Certificate shall be submitted by you along with consignment as under: "Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms 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 offer."

Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

Please acknowledge receipt of this Supply order within 15 days and return duplicate copy of this order duly signed with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the Supply order as per terms and conditions, for execution.


Ashish Dixit
Sr Manager (MM)

Encl.:

- I. Detailed technical specification:- Annex- "A"
- II. General Terms and conditions-Annex "B"

Copy to:-

1. Area GM/Depot Officer/AFM/SO(MM)/SO(E&M)- Wani/Wani North/ Majri/ Umrer/ Pench/Patherkheda/Chandrapur/Ballarpur/Nagpur
2. GM(E&M)HOD; GM(P&P)HOD, WCL (HQ) Nagpur
3. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
4. General Manager (E&M)HOD, CMPDIL, Gondwana Palace, Kanke Road, Rnchi -834008
Phone No:651 2231506
5. Depot Officer-Central Stores-Tadali.

Your faithfully,

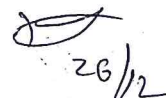

K.S.R. Diwakar
Chief Manager (MM)

This order is being issued for following quantity of ACSR's Conductors:

(A)-Against the below mentioned Budget against M.B quantity 17-18 area wise.

| Sl No. | Item | Area | Revenue BC No area wise. | Revenue B.C Value in Rs. | Quantity (Km) |
|--------|---------------|-------------|---|--------------------------|---------------|
| 1 | ACSR 50 Sq mm | Umrer | WCL/UA/E&M/OTHER Store AB Class/18-19/01/10 dt-29.08.17 | 2341704.90 | 26.436 |
| | ACSR 100 Sqmm | | | | 9.836 |
| 2 | ACSR 50 Sq mm | Patherkheda | WCL/PKD/BC/18-19/Store/MB/3550 Dt-09.08.17 | 85039.00 | 2.644 |
| | ACSR 100 Sqmm | | | | 0 |
| 3 | ACSR 50 Sq mm | Pench | WCL/Pench/Area/R/1/08 /5/18-19 dt-29.08.2017 | 637586.00 | 7.931 |
| | ACSR 100 | | | | 3.278 |




26/12

| | | | | | |
|----|------------------|------------|---|------------|--------|
| | Sqmm | | | | |
| 5 | ACSR 50 Sq mm | Nagpur | AGM/CGM- NGP/BC(Rev)/OS/E&M/ A&B/18-19/15 DT- 28.08.17 | 1171000.00 | 13.218 |
| | ACSR 100 Sqmm | | | | 4.917 |
| 6 | ACSR 50 Sq mm | Majri | FC No-08 dt-20.08.17 | 1397402.00 | 15.862 |
| | ACSR 100 Sqmm | | | | 6.885 |
| 7 | ACSR 50 Sq mm | Wani-North | WNA/HQ/A&B/18- 19/E&M/7 Dt-28.08.17 | 955000.00 | 10.786 |
| | ACSR 100 Sqmm | | | | 4.013 |
| 8 | ACSR 50 Sq mm | Wani | WA/CGM/1/18-19 Dt- 26.08.17 | 1579560.00 | 10.574 |
| | ACSR 100 Sqmm | | | | 8.852 |
| 9 | ACSR 50 Sq mm | CHA | 17-18/3160/00079 DT- 15.07.17 | 936681.84 | 10.574 |
| | ACSR 100 Sqmm | | | | 3.934 |
| 10 | ACSR 50 Sq mm | Ballarpur | BA/RB/E&M/Other Store/HQ/CP/08/138/18- 19 Dt-16.10.17 | 831294.00 | 7.050 |
| | ACSR 100 Sqmm | | | | 3.934 |

And

(B)-Against the below mentioned Capital requirement of the projects against the consolidated capital budget provided under OPM Head vide BC No-FA/WCL/CAP/BC/OPM/330 Dt:-18.12.2018 for Rs.1,41,13,935.32 as under:-


ACSR-50SQMM-CAPITAL REQUIREMENT

| Sl No. | Item | Area | Indent No | Quantity (Km) |
|--------|--------------------------|------------------------------|---|---------------|
| 1 | ACSR 50 Sq.mm(Rabbit) | Umrer Area,MKD- O/C | 00049 Dt:-06.05.2017 | 21.6 |
| 2 | ACSR 50 Sq.mm(Rabbit) | Nagpur Area ,Singhori O/C | 00061 Dt:-20.04.2017 | 8 |
| 3 | ACSR 50 Sq.mm(Rabbit) | Wani-North Area,KPOC | KPOC Extention-3600796 Dt:- 02.02.2017 | 6.6 |
| 5 | ACSR 50 Sq.mm(Rabbit) | Majri Area ,Yekona- OC | 3600391 Dt:-13.09.16 | 6 |
| 6 | ACSR 50 Sq.mm(Rabbit) | Majri Area,NMOC | 3600123 Dt:-14.05.2016 | 6.18 |
| 7 | ACSR 50 Sq.mm(Rabbit) | Umrer Area,Gokul O/C | 16 Dt:-02.11.2016 | 12 |
| 8 | ACSR 50 Sq.mm(Rabbit) | Majri Area,NMOC | A4677 DT-28.12.16 | 16 |
| 9 | ACSR 50 Sq.mm(Rabbit) | Umrer Area ,Dinesh | A4702 DT-25.11.2016 | 4 |
| 10 | ACSR 50 Sq.mm(Rabbit) | Umrer Area,MKD-I | 00234 Dt:-24.08.2017 | 14.08 |

| | | | | |
|-------|-----------------------|---|-----------------------------|--------|
| 11 | ACSR 50 Sq.mm(Rabbit) | Umrer Area ,Dinesh | 3600326 Dt:-26.10.2016 | 10 |
| 12 | ACSR 50 Sq.mm(Rabbit) | Umrer Area,Gokul O/C | 00248 Dt:-31.08.2017 | 3 |
| 13 | ACSR 50 Sq.mm(Rabbit) | Majri Area,Yekona-OC | A4689 DT-04.11.18 | 3 |
| 14 | ACSR 50 Sq.mm(Rabbit) | UmrerArea-MKD-III | 3600500 Dt:-12.01.2017 | 27 |
| 15 | ACSR 50 Sq.mm(Rabbit) | UmrerArea-MKD-III | Ind no.00422, Dt:-19.12.17, | 23 |
| 16 | ACSR 50 Sq.mm(Rabbit) | Mungoli-Nirgunda Ext. OC Mine,Wani Area | Ind no.00493, Dt:-02.11.17 | 10 |
| 17 | ACSR 50 Sq.mm(Rabbit) | Umrer Area,Gokul O/C | Ind no.00590, Dt:-22.03.18 | 12 |
| Total | | | | 182.46 |

ACSR-100SQMM-CAPITAL REQUIREMENT

| SI No. | Item | Area | Indent No | Quantity (Km) |
|--------|---------------------|------------------------------|---------------------------------------|---------------|
| 1 | ACSR 100 Sq.mm(Dog) | Umrer Area-Gokul O/C | 17 Dt:-18.02.2017 | 7.5 |
| 2 | ACSR 100 Sq.mm(Dog) | Nagpur Area,Singhori O/C | 00062 Dt:-20.04.2017 | 5 |
| 3 | ACSR 100 Sq.mm(Dog) | Wani North Area,Ghonsa | WCL/WNA/E&M/20 16-17 Dt:-19.02.2017 | 6.45 |
| 4 | ACSR 100 Sq.mm(Dog) | UmrerArea,MKD-III | 3600606 Dt:-09.03.17 | 12 |
| 5 | ACSR 100 Sq.mm(Dog) | UmrerArea,MKD-III | 00050 Dt:-04.05.2017 | 6.3 |
| 6 | ACSR 100 Sq.mm(Dog) | Umrer Area, USA-O/C | 00295 Dt:-25.09.2017 | 7 |
| 7 | ACSR 100 Sq.mm(Dog) | Umrer Area,MKD-I | 00235 Dt:-24.08.2017 | 10.77 |
| 8 | ACSR 100 Sq.mm(Dog) | Lalpeth Ext-Chandrapur Area | WCL/CHA/AGM/E&M/17-18 Dt:-26.12.2017 | 12 |
| 9 | ACSR 100 Sq.mm(Dog) | Umrer Area , Gokul OCP | 16 Dt:-13.07.2016 | 6 |
| 10 | ACSR 100 Sq.mm(Dog) | UmrerArea,MKD-III | Ind 00565, Dt:- 08.03.18, | 7.5 |
| 11 | ACSR 100 Sq.mm(Dog) | NMOC IA & IIA Exp,Majri Area | Ind/17-18/4460/ 00811, Dt:- 15.01.18, | 12 |
| Total | | | | 92.52 |


 26/12/18
Sr Manager(MM)

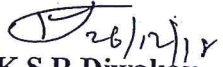
 26/12/18
Chief Manager(MM)

Annexure A

Detailed Technical Specifications of Galvanized Steel Re-inforced Aluminium Conductors

| | |
|--|---|
| Make of the Cable | K J V make |
| Standard & Marking | |
| The specification shall conform to | IS : 398 (part -2) - 1996 as amended upto date. |
| The conductor shall be marked with BIS certification mark. | |
| Technical Parameters | |
| Size (Nominal Aluminium Area) | 50 sq.mm for item no. 1 |
| | 100 sq.mm for item no. 2 |
| Standard Length for ACSR conductor 50 sq. mm | 1500 Mtrs. \pm 5% |
| Standard Length for ACSR conductor 100 sq.mm . | 1500 Mtrs. \pm 5% |
| Note :- Wherever the total length required are not in multiples of specified standard length , the last roll cab be made in non – specified roll length. | |
| Packing | Maximum 2 lengths in a drum |


Ashish Dixit
 Sr. Manager (MM)


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