


M/F

S.O 11100131518077 dated. 01-09-2018 placed on M/s Prestige cable Industries

	<u>(Under jurisdiction of Nagpur court only)</u> 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, 2510691 EXT 5609 Fax : 0712 - 2510284 Website : westerncoal.gov.in

Ref. no: 11100131518077

DT. 01-09-2018

To
 PRESTIGE CABLE INDUSTRIES
 M-15, BADLI INDUSTRIAL ESTATE,
 PHASE-1, DELHI-110042
 Email - prestigecable@gmail.com, sales@prestigecables.com
 Mob - 9350581279
 Fax - 1127854161

Regd Post
 Vendor Code - 506153
 Category: Private (MSE)

Sub: Supply order for Flexible Trailing cable for use with hand held coal drill machine
 Ref:

1. Our tender no: hq-pur-ra-kdp-e-139-2017-18 opened on 09.03.2018
(Tender ID - 2018_WCL_95016_1)
2. Your offer dated 07.03.2018 (Bid ID - 282442)
3. Your email dated 24.07.2018.

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of Flexible Trailing cable for use with hand held coal drill machine at the rates and specifications and the terms and conditions stipulated hereunder and general terms and conditions enclosed;

1. DESCRIPTION OF STORES AND PRICES:

Sl No	Item Description	Quantity (mtrs)	Basic rate(Rs/mtr)	Extended Value (Rs)
1	Flexible trailing cable for use with hand held coal drills, 5 core, 6 sqmm, FTD-3, Type, 1100v, as per IS 14494-1998, (DGMS approved or cable complaint to requirements as per DGMS circular (Electrical), (Approval) No.12 Dhanbad, dated 25.05.2015) Make : Prestige Material code: 94994010022 1 st 4 digits of HSN code - 85446030 Detailed Specification as per Annexure- I enclosed	5700	314.25	17,91,225.00
	Add GST @ 18%			3,22,420.50
	Add predespatch inspection charges at 1%			21,136.45
	Total extended value before input tax credit			21,34,781.95
	Input tax credit against GST			3,22,420.50
	Total extended value after input tax credit			18,12,361.45

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(Total order value in words: Rs. Twenty one lakhs thirty four thousand seven hundred and eighty one and paisa ninety five Only)

2. PRICES: Prices are FIRM & on FOR Destination basis including Packing, forwarding, freight and insurance charges. Safe arrival of the consignment at destination shall be your responsibility.

3. GST:- Shall be payable extra as legally applicable within the stipulated delivery period of the contract. Current rate applicable is @ 18%. You shall raise GST compliant invoice enabling WCL to avail input tax credit as per GST rule. The HSN code applicable for the ordered items as indicated by you is 85446030. The GST invoice shall clearly indicate the 8 digit HSN code for the ordered item. The GST registration number applicable for the supplies to be made by you which shall be mentioned in the GST invoice is 07AAGFP3968E1Z2. In case of any failure on account of the supplier, the penalty including interest if any, borne by WCL on input tax credit shall be recovered from you.

4. DELIVERY: Shall be made as per schedule given below:

- Supply of 50% of ordered quantity is to be made within 3(Three) months from the date of placement of supply order which shall be reckoned from the 7th day of order.
- Balance 50% of the ordered quantity is to be supplied with 3(Three) months thereafter.

In view of emergency of this requirement, you are requested to expedite the supplies and improve upon the delivery.

5. Inspection Clause:

a) Pre-despatch Inspection: The cable will be inspected by GM(E&M), CMPDIL or his authorised representative at manufacturer's works before dispatch of the same to ascertain the conformity of the cable to supply order specifications, relevant ISS, latest (including amendment), statutory regulations (DGMS) and type test certificates. Such inspection 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.

Pre-despatch inspection including stage inspection of the ordered material shall be carried out by WCL / CMPDIL or his authorised representative. The inspection fee as applicable @1% on FOR destination price (basic+freight+insurance+P&F+etc) + applicable GST shall be paid by you along with inspection call to Inspecting agency. The inspection fee @1% on FOR destination price will be subsequently reimbursed by the paying authority on production of documentary evidence, however GST on pre-despatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL.

- CMPDI Inspection authority - GM(E&M) I/c Central; Mine Planning & Design Institute Ltd, Gondwana Palace, Kanke Road, Ranchi-834008, Fax no 0651-2231 185 / 2231 447, PH.NO: 0651-2230 238 / 2230 272.

Minimum 10 days advance notice shall be given to inspecting agency/CMPDIL, with a copy to GM(E&M) HOD, WCL, Coal Estate, Civil Lines, Nagpur-440 001, Fax: 0712-2511572

Note - The payments of fee where the inspection agency is CMPDI shall be made through state bank collect in the hyperlink created on CMPDI website i.e. www.cmpdi.co.in. The payment

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challan shall be submitted along with the bills in order to claim the re-imbusement of predespatch inspection fees from WCL.

As per NIT provisions, if required, alternatively the cable may be inspected by WCL inspection authority i.e. GM(E&M) HOD,WCL or his authorized representative, Coal Estate, Civil Lines, Nagpur-440 001, Fax: 0712-2511572

b) FINAL INSPECTION: Final inspection shall be carried out at destination stores.

6. PAYMENT TERMS: 100% Payment will be made by the Paying Authority within 21 days of receipt and acceptance of the materials at Destination stores or submission of bills whichever is later.

Details of bank account for payment through Electronic Fund Transfer are as given below:

Name of the Bank and Branch	AXIS BANK LTD., ROHINI, SECTOR-9, DELHI.
Address of the Branch of the Bank	Plot No.5, Vikas Surya Plaza, Community Centre, DC Chowk, Sector-9, Rohini, Delhi
Account Number	915030043540024
Nature of Account	Cash Credit
IFS Code of the Branch	UTIB0000371

7. PAYING AUTHORITY; GENERAL MANAGER (FIN), WCL, HQR ,Civil Lines, Nagpur.

8. CONSIGNEE :

Depot Officer, Central Stores, Tadali, WCL
Urjagram, PO : Tadali, Dist : Chandrapur - 442401
Phone / Fax no: 07172- 237295, 237076,
Range V ,Division -I ,Commissionerate -Nagpur

9. SUBMISSION OF BILLS; Your 100% bill(s) in quadruplicate duly pre - receipted, stamped and signed by the authorized signatory shall be submitted to the consignee along with the following documents.

- A. Delivery Challan in original.
- B. GST compliant Invoice
- C. Eway bill (if applicable) – In the event the delivery of goods by the 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.
- D. Guarantee / Warranty Certificate.
- E. Consignment note
- F. Packing list in original giving details of materials, if any
- G. pre-despatch Inspection report of the inspecting authority
- H. Self attested copy of valid BIS License for use of standard BIS mark on the cable/ DGMS approval if applicable.
- I. Certificate on the body of each bill to the following effect:-

“Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works at. . . . (address of the factory).”

- J. Any other document required as per technical specification.(identification on drum,Cable and sealing etc) or indicated elsewhere in the order.

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Note :A copy of the above bills should be submitted to this office also for information and records.

10. GUARANTEE / WARRANTY: You shall be fully responsible for the manufacturers warranty in respect of sub-standard materials, proper workmanship , faulty design (normal wear and tear excluded) of the materials . Guarantee/Warranty shall be valid for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of fitment /commissioning, whichever is earlier. Defective cables will be replaced free of cost. Warranty replacement should be completed within one month from the date of claim of cost. All cases of warranty replacement will be decided on the basis of joint inspection of the failed cable held between user's representative and manufacturer's representative.

11. LIQUIDATED DAMAGES: 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, Coal India Limited and / or its subsidiary Companies 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 %. 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 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 cancelling 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 any available Bank Guarantee/ Security Deposit for recovery of the penalty.
- 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 CIL or its subsidiary. 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.
- g. The supplier shall not be entitled to any gain on any such purchase.

12. FORCE MAJEURE CONDITION: As per the clause no: 20 of the General Terms and Conditions of supply of stores enclosed)

13. PRICE FALL CLAUSE: You have undertaken that you have not supplied / are not supplying similar products/ systems or sub-systems 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 and if it is found that at any stage that similar product/ systems or sub-systems was supplied by you to any other Ministry/ Department of the Government of India or a PSU at a lower price, than at that very price, with due

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allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to WCL, if the contract has already been concluded.

14. PRICE CERTIFICATE: A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "Certified that we have not supplied / are not supplying similar products/ systems or sub-systems 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."

15. RISK PURCHASE CLAUSE: In the event of failure of the supplier to deliver or dispatch the stores 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.

16. PACKING: Shall be applicable as per clause no: 18 of General Terms and conditions of supply of stores enclosed.

17. LOCATION OF DISPATCH: The materials are to be dispatched from your factory located at M-15, BADLI INDUSTRIAL ESTATE, PHASE-1, DELHI-110042, 01127854161, 47565585

18. SECURITY DEPOSIT : You shall have to furnish the security deposit amount of Rs. 2,13,479.00 (Rs. Two lakhs thirteen thousand four hundred and seventy nine only) in the form of Demand Draft or Bank Guarantee (as per format given) of any scheduled / Nationalized bank for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling within 15 days time from the date of supply order. The BG shall be encashable at Nagpur and valid for a minimum period of 3 months beyond the stipulated delivery period.

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
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

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

(Signature)

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01/09/18

S.O 11100131518077 dated. 01-09-2018 placed on M/s Prestige cable Industries

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.

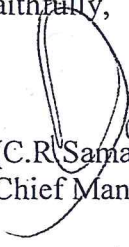
19. PRE-CONTRACT INTEGRITY PACT: Not applicable

20. GENERAL TERMS AND CONDITIONS: This Order shall also be governed by the General Terms and Conditions of supply of stores, unless and otherwise specified in the above paragraphs.

This order is being placed on the basis of the terms and conditions already accepted by you. You may acknowledge the receipt of this order within 15 days from date of receipt of this order by sending a copy of this order duly signed & stamped with seal of your company.

Yours faithfully,


(P. Kuldeep)
Deputy Manager (MM)


(C.R. Samantray)
Chief Manager (MM)

Encl:

1. Detailed Technical Specifications (Annexure I)
2. General Terms and conditions for supply of materials.(Annexure-II)
3. Format for BG (Annexure E)
4. BC details – Annexure A (BC for rubber belting MB-18-19)
Note - BC of Rs.21,34,781.95 has been diverted from BC available against MB-18-19 for Rubber belting as per confirmation of GM(E&M)-HOD.

Copy to:

1. AGM /SO (E&M.)/SO(MM)/AFM/Depot Officer , WCL ALL AREAS
2. GM (E&M) HOD WCL, HQRS - Ref approved / vetted MB for 2018-19 (With request for keeping in records, the details of diversion of BC from Rubber belting cable MB-18-19 as advised by you)
3. GM (Fin)I/c-1, This order is issued with concurrence of AF(MM) dt. 30.08.2018 and approval of GM(MM)I/c dated 30.08.2018 diary ref: 3705085
4. Sr Manager(Fin) CP, WCL HQ
5. Depot Officer / CM (Fin.) , WCL, Central Stores, Tadali
6. GM(E&M)HOD, CMPDIL, Gondawana Palace, Kanke Road, Ranchi- 834008, FAX NO: 0651- 2231 185 / 2231 447, PH.NO: 0651-2230 238 / 2230 272
7. RD, CMPDIL, Jaripatka, Nagpur. Ph no: 0712 – 2642 118 / 494. Fax no: 2643 231.
8. GM(MM), SECL, MCL, CCL, ECL, BCCL
9. Master File

Indent Ref/BC Details: (For internal circulation only)

- a) MB-2018-19 of trailing cable for use with handheld coal drill machine quantity of 5700mtrs
- b) BC of Rs.21,34,781.95 has been diverted from BC available against MB-18-19 for Rubber belting as advised by GM(E&M)-HOD.(Details enclosed)

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(P.Kuldeep)
Deputy Manager (MM)

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(C.R.Samantray)
Chief Manager (MM)

ANNEXURE-I

Sl.No.	Description
1.0	ITEM :Flexible trailing cable for use with hand coal drills machines Make - Prestige
2.0	STANDARDS:
2.1	IS to which the cable conforms IS:14494-1998
2.2	The cable shall have DGMS approval, If having valid approval lasting till the date of the supply. OR as per DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15
2.3	The cable shall carry BIS certification mark.
2.4	The construction of cables for use in mines shall also comply with the relevant provisions of the Central Electricity Authority (Measures relating to Safety and Electric supply) Regulations, 2010 as amended from time to time.
3.0	TESTING OF CABLES :
3.1	The tests on cables are broadly grouped as routine tests, type tests, acceptance tests and optional tests.
3.2	Routine Tests - Tests made by the manufacturer on all finished cable lengths to demonstrate the integrity of the cable.
3.3	Type Tests - Tests required to be made before supply on general commercial basis on a type of cable in order to demonstrate satisfactory performance characteristics to meet the intended application.
3.4	Acceptance Tests - Tests carried out on samples taken from a lot for the purpose of acceptance of the lot.
3.5	The type test report of the cable made at a laboratory as mentioned in the DGMS approval policy 2015 or its revised version for the parameters specified under the relevant standard shall be accepted.
4.0	IDENTIFICATION:
4.1	Manufacturer's Identification: The manufacturer shall be Identified throughout the length of the cable by means of a tape bearing the manufacturer's name or trade-mark or by manufacturer's name or trade-make being indented, printed or embossed on the cable. In case none of these methods can be employed or if the purchaser so desires, colour identification threads in accordance with a scheme approved by the Bureau of India Standards (BIS)/ relevant international standard shall be employed. The indentation, printing or embossing shall be done only on the outer sheath.

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4.2	<p>Cable Identification – In order to distinguish these electric cables from telephone cables and other cables, the word 'electric' shall be indented, printed, or embossed throughout the length of the cable. In case of cables intended for use in mines, the word 'mining' also shall be indented, printed or embossed throughout the length of the cable. The indentation, printing or embossing shall be done only on the outer sheath.</p> <p>The following special cables shall be identified by indenting, embossing or printing the appropriate legend on the outer sheath throughout the cable length, in addition to the existing marking requirements:</p>
4.3	<p>Voltage Identification : The voltage grade of the cable shall be identified throughout the length of the cable by means of a tape bearing the voltage grade of the cable (for example 1.1kV, 3.3kV, 3.81/66kV and 6.35/11kV) or by the voltage grade being printed, embossed or indented on outer sheath.</p>
4.4	<p>Type of Cable: The cable type shall also be marked using the appropriate designation as given in the relevant standard (BIS) / relevant international standard throughout the length of cable by any of the means indicated above.</p>
5.0	<p>MARKING AND PACKING</p>
5.1	<p>The cables shall be wound on a drum (as per IS 10418).</p>
5.2	<p>The cut ends of the cable shall be sealed by means of non-hygroscopic sealing material.</p>
5.3	<p>The Cable shall carry the following information either stencilled on the drum or contained in a lable attached to it:</p> <p>a. Reference to the relevant Standard;</p> <p>b. Manufacturer's name, brand name or trademark;</p> <p>c. Type of cable and voltage grade;</p> <p>d. Number of cores;</p> <p>e. Nominal cross-sectional area of the conductor;</p> <p>f. Cable type;</p> <p>g. Length of cable on the drum;</p> <p>h. Number of lengths on drum (if more than one);</p> <p>I. Direction of rotation of drum (by means of an arrow);</p> <p>j. Approximate gross mass;</p> <p>k. Country of manufacture; and</p> <p>l. Year of manufacturer.</p>
6.0	<p>THE MANUFACTURER SHALL:</p>
6.1	<p>Have Reliable and adequate facility for manufacturing & testing of cables and fully responsible for its quality. The Indigenous cable manufacturers shall have valid BIS licence.</p>
6.2	<p>Take a note of the relevant standards amended from time to time, provisions of the Central Electricity Authority (measures relating to safety and electric supply), Regulations, 2010 and any other Instructions / circulars issued from this Directorate in respect of manufacturing of cables.</p>

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6.3	Furnish to the user all the type and routine test reports, cross sectional drawings of the cables, giving dimensional details for each size of cable. An illustrated literature on the cable, giving technical information on current ratings, cable constants, short circuit ratings, de-rating factors for different types of cables. The manufacturer shall also furnish other details like packing date, weights and other relevant information pertinent to their product (s) to the user(s), along with each consignment, and the users shall also have the responsibility to get such test reports/literature/documents from the manufacturer while purchasing and using the cable in the mines.	
6.4	Shall seal the cable ends properly so that ingress of moisture is completely prevented.	
	a. the individual core endings shall be sealed effectively with water resistant compound applied over the core and provided with a heat shrinkable cap of sufficient length with adequate cushion space so that the conductor does not puncture the cap in case of movement of the core during unwinding or laying. Before sealing, the semi-conducting layer on the cores may be removed for about 2mm at each end, to facilitate checking the insulation resistance from one end, without removing the reeling cap at the other end.	
	b. The multi cores should have an overall heat shrinkable cap with adequate end clearance and sufficient cushioning to prevent puncturing of the overall sealing cap due to stretching of the cores. The sealing cap shall have sufficient mechanical strength and shall prevent ingress of moisture into the cable. The ends of single core cables shall also be sealed on the same lines to prevent entry of moisture.	
7.0	TECHNICAL PARAMETERS :	
7.1	Type	FTD - 3
7.2	Voltage grade	1100 V
7.3	Cross section of conductor	6 Sq.mm. For all conductors
7.4	Maximum resistance of conductor per 1000 M length at 20 deg.C.	3.39 Ohms.
7.5	Nominal thickness of insulation	0.9 mm
7.6	Outer sheath material	Type SE 4 of IS:6380
7.7	Nominal thickness of outer sheath	3.0 mm
7.8	Over all diameter of the cable	24.5 mm to 25.5 mm.
7.9	Standard length / packing length	100 Mtrs +/- 5%
7.10	Number of cores	Power- 3(three) and Pilot & Earth 1(one) each
7.11	Conductor material	Annealed tinned copper as per IS:8130
7.12	Insulation material	EPR, type IE-2 of IS:6380

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7.13	Laying up of cores	Cores shall be laid around cradle separator.
7.14	Length of lay	10 times the pitch circle diameter or less.
8.0	PRE-DESPATCH INSPECTION & TESTS :	
8.1	The cables will be inspected by WCL's representative/third party inspection agency at manufacturer's works before dispatch to ascertain the conformity of the cables to supply order specifications, relevant ISS, statutory regulations (DGMS approvals etc.) and type test certificates.	
8.2	The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting all the acceptance tests and routine tests as per the IS 14494 -98.	
8.3	The manufacturer shall make available to the inspector the following documents during inspection.	
	(a) Copies of relevant IS specifications.	
	(b) Copies of type test certificate from Govt./Govt. approved test house as per IS 14494 - 1998.	
	(c) Copies of DGMS approvals, If having valid approval lasting till the date of the supply. OR DGMS circular no. D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15	
	(d) Copy of BIS license for use of BIS certification mark.	
	(e) Copy of Quality assurance plan	
	(f) All records of quality checks at various stages of manufacturing as per QAP.	
10.0	DOCUMENTS TO BE SUBMITTED WITH SUPPLY:	
10.1	Notary attested copy of valid BIS license (complete license) for use of BIS certification mark on the offered cables.	
10.2	Notary attested Copy of valid DGMS approval till the date of the supply. OR all the test reports as per DGMS circular no.D.G.M.S. Circular (Electrical),(Approval) No.12 Dhanbad, 25/05/15	
10.3	Technical brochures/leaflets indicating all the details of the cable.	

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Chief Manager (MM)

ANNEXURE "E"

Format of Bank Guarantee for Security Deposit:

(RS.250 non-judicial stamp paper)

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated _____ made between _____ and _____

_____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for

Rs. _____ (Rupees _____ only). We _____ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of _____

_____ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding

Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.

2. We, _____ do hereby undertake (indicate the name of the Bank)

to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

_____ only.

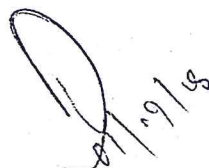
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :

The payment so made by under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the (indicate the name of the Bank)

guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the _____ the day of _____ 20 _____ and unless a demand or claim





under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.

5. We, _____ further agree with the (indicate the name of the Bank)

Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).

7. We _____ lastly undertake not to revoke this (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

8. The bank Guarantee is operational for all purposes at Nagpur Branch ,Maharashtra (Branch Code-)

Dated the _____ day of _____ 20_____

For _____

(indicate the name of the Bank)

* * * * *

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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 :
 - (a) Specification
 - (b) Drawing
 - (c) Sealed pattern denoting a pattern sealed and signed by the inspector
 - (d) Certified or sealed sample denoting a copy of the sealed patter or sample sealed by the purchaser for guidance of the Inspector.

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01/09/18