



# 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. 11100131519056

Regd. Post/AD

Dt.20.06.2019

To

M/s.Sutlej Ropes Pvt. Ltd  
Jash Chambers, 2nd Floor,  
Sir P.M.Road, Fort, Mumbai-400001

FAX NO: 022-22664444

Vendor Code : 116128

**Sub: Supply order for Roof Stitching Wire Ropes**

Ref: 1. Our e-tender no: WCL-hq-pur-akd-ra-e086-2018-19 opened on 19.01.2019 (Tender ID : 2018\_WCL\_124777\_1)

2. Your offer no: 03/VISAKHA/ADH/2017-18/02 Dt. 29.01.2018 (Bid id : 370090) and further correspondence through portal

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of following Wire Ropes at the rates and specifications and the terms and conditions stipulated hereunder;

## 1. DESCRIPTION OF STORES AND PRICES:

SN	Item Description	Qty (kgs)	Unit Basic rate (Rs./Kg)	Extended Value
1	Steel Wire Ropes for Roof Stitching Purpose as an additional support in Underground Coal Mines, size 16 mm dia	148155	65.00	9630075.00
2	Steel Wire Ropes for Roof Stitching Purpose as an additional support in Underground Coal Mines, size 19 mm dia	47224	63.00	2975112.00
Total				12605187.00
GST Extra @18%				2268933.66
Pre dispatch inspection charges @1% on (Basic +GST)				148741.21
Total cost				15022861.87

Note: ( Detailed technical specifications enclosed as Annexure 'A')

**Total Value :** Total Procurement value: Rs. 1,50,22,561.87 (Rs. One Crore Fifty Lakhs Twenty Two Thousand Five Hundred Sixty One and Eighty Seven Paise)

**2. BASIC PRICE:** The above basic prices shall remain firm till the complete execution of order and are on FOR destination basis inclusive of packing, forwarding, Freight and insurance charges.

**3. GST:** GST Shall be payable extra as legally applicable, against documentary evidence. 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 as prescribed in GST act and rules, 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 total Input Tax Credit Duty on implementation of GST to Western Coalfields Limited which you will receive in future, if any.

*Akshay*  
20/6/2019

*P*  
20/6/19

**4. DELIVERY:**

- a. Roof Stitching Wire Rope 16 MM: shall be delivered within 4-6 weeks.
  - b. Roof Stitching Wire Rope 19 MM: shall be delivered within 4-6 weeks
- The delivery period shall be reckoned from 7th (Seventh) day of order date.

**5. Inspection: Pre-Dispatch Inspection**

- a. **THIRD PARTY PRE DISPATCH INSPECTION:** Pre dispatch inspection of the Roof stitching wire ropes shall be carried out by M/s. CMPDIL, Ranchi at your works. The inspection fee @ 1.18% (including 18% GST on inspection fees) of the FOR destination price shall be initially paid by you to CMPDIL, which shall be reimbursed to you along with the payment against documentary evidence.  
You are eligible for Input Tax Credit on GST charged by the inspecting authority for Pre-dispatch inspection charges. Therefore, you should not charge the same when supplies are made. The rate applicable to the goods will be applicable to the inspection charges as this would be covered under the composite supply. GST on Pre dispatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL. You have to give a notice of 15 days in advance to CMPDIL, that the goods are ready for inspection complete in all respects and shall provide for every facility to the inspecting officer to carry out inspection.  
Mode of payment – In the event the inspection agency is CMPDIL, then the payment of pre-dispatch inspection fee shall be made through state bank collect in the hyperlink created on CMPDI website i.e. [www.cmpdi.co.in](http://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** shall be arranged by the consignee at destination stores. If there is any defect found in the materials supplied, you will arrange the replacement of the same free of cost.

**6. PAYMENT TERMS:** 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills, whichever is later.

**7. PAYING AUTHORITY:** GENERAL MANAGER (FIN), WCL, HQRS

**Bank details of the firm for making of EFT Payment (as per the offer)**

Name of the Bank: Axis Bank Ltd., Fort Branch Mumbai

Account no: 4010200782791

Nature of Account: Current Account

IFS Code: UTIB0000004

**8. SUBMISSION OF BILLS:**

For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- Pre-receipted and stamped Invoice (as per GST laws).
- Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- E-Way Bill as per Government notification
- Consignment note / RR/ LR in original, if applicable.
- Warranty / Guarantee certificate, if applicable.
- Manufacturers test certificate, if applicable.
- DGMS / BIS / Pre dispatch inspection certificates as per technical specifications / any other document, if required as per the contract / technical specifications.
- Performance Bank Guarantee
- Any other document as specified in the Order.

**9. "e-way bill:** In the event the delivery of goods by supplier is on 'FOR' Destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way Bill."

*AKumar*  
20/6/17

*[Signature]* 20/6/17

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

Urjagram, PO: Tadali, Dist: Chandrapur - 442401

Phone / Fax no: 07172- 237295, 237076

TIN no: 27780000004V: CST no: 27780000004C

Provisional GSTN ID: 27AAACW1578L1ZW

**ALLOCATION:** The Wire Ropes are to be issued to the concerned Areas only after release order from GM (S&C) WCL. Hqrs.

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

**12. LIQUIDATED DAMAGES:**

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 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 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 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.

- 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.

*Arjunam*  
20/6/2019

*20/6/19*

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

14. **Mode of dispatch:** The materials should be dispatched by Road transport upto the destination stores on freight paid basis. The materials are to be despatched from your factory located at Ludhiana Punjab. The responsibility of safe arrival of the materials at destination stores will lie on you.

15. **Price Certificate:** A Price Certificate shall be submitted by the supplier along with their Invoice as under: "Certified that we have not offered the same products at a price lower than that offered in the present bill in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this order."

16. **SECURITY DEPOSIT :** You have to furnish Security Deposit amount for 10% landed value of the order i.e., for Rs. 15,02,287.00/- only (Rs. Fifteen Lakhs Two thousand Two hundred and Eighty Seven only) in the form of Demand Draft / Bank Guarantee in favour of Western Coalfields Ltd, Nagpur within 15 days from the date of issue of this order. Format of Bank Guarantee is enclosed at Annexure-C. Security Money may be converted into performance bank guarantee (PBG). However, the amount of PBG should not be less than 10% ( ten percent ) of the landed value of the order.

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

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

17. **Performance Bank Guarantee:** You have to furnish a Performance Bank Guarantee as per the format at Annexure - 'C', for satisfactory operation and performance valid for 18 months from the date of supply of Wire Ropes, equivalent to 10% value of the contract including taxes and duties etc. to the FOR destination price of the equipment on order, covering the warranty period order i.e., for Rs. 15,02,287.00/- only (Rs. Fifteen Lakhs Two thousand Two hundred and Eighty Seven only). The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(S&C)HOD, WCL(HQ)s. Any short fall of performance availability, deduction shall be made as per technical specification. No Payment shall be made without submission of Performance Bank Guarantee.

*NOTE:- The Bank Guarantee issued by the issuing Bank on your behalf in favour of Western Coalfields Limited shall be in paper form as well as issued under Structured Financial System (SFMS) mode. The beneficiary Bank Details are as under:*

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Name of Bank	ICICI Bank
Bank Account No.	005905018053
Customer ID of Beneficiary	556096497
Department	Purchase
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd. Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

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*  
*21/6/19*

*21/6/19*

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported.

GST shall be shown separately and whether it is IGST, CGST, SGST, UTGST etc.. If no mention is made about GST, it will be assumed to be included in the price quoted. The prices should be included of GST, or GST duty should be separately mentioned. In case where price is quoted inclusive of GST, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. **a) Subletting and Assignment**

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

**b) Change in a Firm**

i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which

- may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.
- ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
  - iii) if the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership act has been sent by him to the purchaser by registered post acknowledgement due.

**10. (a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

**11. Use of raw materials secured with Government assistance**

- a) Where any raw material for the execution of the contract is procured with the assistance of CIL and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
- b) Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies
  - c) Shall use such material economically and solely for the purpose of the contract
  - d) Shall not dispose of the same without the previous permission in writing of the purchaser; and
  - e) Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.
- i. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material up to such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
  - ii. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
  - iii. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.



12. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price  
**Price shall include:**
- The service that will be rendered by them as manufacturer's agent
  - The name and address of agents, if any, in India, and
  - The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
16. **Earnest Money/ Security Money:**
- The value of Earnest Money to be deposited by the tenderer should be **2% ( Two Percent )** of the value of the estimated cost tendered for **or Rs.10,00,000/-** ( Rupees ten Lakhs only ) **whichever is lower.**  
 Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART - "A" of the bid.** For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.
  - In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case 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.  
 The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10%( Ten Percent )** of the value of the awarded contract ( **LANDED VALUE** ) without having any ceiling.




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For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee ( PBG ) wherever PBG required. However, in such case the amount of PBG should not be less than **10% (Ten percent ) of landed value of order.**

c) Valid DGS&D/NSIC registered (**for the tendered items**) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries(**for the tendered items**) are exempted from payment of Earnest Money / Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money/ security deposit will be required.

#### 17. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

##### a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

##### b) Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

##### c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

##### d) Liability for Costs of Laboratory Test



In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

**e) Method of Testing**

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**f) Stores Expended in Test**

Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

**g) Inspector - Final Authority and to Certify Performance**

(i) The Inspector shall have the power

(ii) Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

(iii) To reject any stores submitted as not being in accordance with the particulars.

(iv) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

(v) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

**h) Consequence of Rejection**

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "

(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

(ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

**i) Inspector's Decision as to Rejection Final**

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

**(k) Notification of Result of Inspection**

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

**(l) Marking of Stores**

The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

**(m) Removal of Rejection**

i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

**Inspection Notes**

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

**18. Packing and Transport**

a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.

e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.



**19. Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

**20. 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 canceling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also

d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.

e) To forfeit security deposit in full or part.

f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

**21. Force Majeure Condition :** 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL 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 CIL 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.

**22. Inspection :**The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

**25. Carrying vessels for Imported Items**

In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

**26. Freight :**

The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser.

Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice

in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier

**27. Passing of Property. :**

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

**28. Laws Governing the Contract.**

i. This contract shall be governed by the Laws of India for the time being in force  
ii. Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

**iii. Jurisdiction of Courts**

The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**iv. Marking of Stores**

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in force in India.

**29. Corrupt Practices**

a)The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offense by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Panel Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted

for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

**30. Insolvency and Breach of Contract**

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say -

b) If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

c) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

d) If the supplier commits any breach of the contract not herein specifically provided for - Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

**31. Terms of Payment:**

a) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

b) Payment against the supply orders placed either by the Subsidiary Company of by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than on subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

c) Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

d) Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL

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e) Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter - IX of the Purchase Manual.

**32. Progress Report**

a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.

b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

**33.** All disputes arising out of this contract shall be under the jurisdiction of **Nagpur court** only and as per the "law of the land".



## ANNEXURE "C"

FORMAT FOR SECURITY/PERFORMANCE BANK GUARANTEE

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 \_\_\_\_\_ (herein 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.

1. We, \_\_\_\_\_ do hereby undertake to pay the amounts due \_\_\_\_\_ (indicate the name of the Bank) 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.

2. We undertake to pay to the Company any more 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 valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

3. We, \_\_\_\_\_ further agree that the guarantee \_\_\_\_\_ (indicate the name of the Bank) 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 \_\_\_\_\_ 201 \_\_\_\_\_ 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.

4. We, \_\_\_\_\_ further agree with company that the \_\_\_\_\_ (indicate the name of the Bank) 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 variations, 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)

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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.

5. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
6. We \_\_\_\_\_ lastly undertake not to revoke this guarantee  
(indicate the name of the Bank) during its currency except with the previous consent of the company in writing.
7. The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch Code-----).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 201

For \_\_\_\_\_

(indicate the name of the Bank)

