

M/P



(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,
 2510691 EXT 5824
Fax : 0712 - 2510284
 Website : westerncoal.gov.in

Ref No: **1 1100131519167**

Date: **22.11.2019**

To
M/s Ajanta Electric Industries
 9/109, Shastri Gali, Vishwas Nagar
 Shahdara, **Delhi -110032**

Vendor Code: 106016
 Vendor Category: **SSI**
 email - vikramsurana@ajantacables.com
 Ph: 011-22384565/43702360

Sub: Supply order for 1.1 kv PVC insulated Lighting cable

- Ref: 1. Our tender no: hq-pur-kdp-e-030-2018-19 opened on 26.07.2018 (Tender ID-2018_WCL_107356_1)
2. Your offer/Bid_Id Number 316235 and subsequent correspondence on portal and submission of shortfall / confirmatory documents.
 3. Our emails dt 13.03.2019 and 10.06.2019
 4. Your letter no AEI/632-A/WCL/Tender dt 18.04.2019
 5. Your email dt 10.06.2019
 6. Our letter no WCL/NGP/Sec1A/YVR/Lighting cable/73398/311 dt 28.06.2019
 7. Your letter no AEI/19-20/WCL/Tender dt 11.07.2019
 8. Your letter no AEI/19-20/Tender/Shubham dt 13.07.2019
 9. Your letter no AEI/19-20/WCL/Tender dt 08.08.2019
 10. Your letter no AEI/306/Tender/Ankit dt 26.08.2019
 11. Your letter no AEI/306/Tender/Ankit dt 16.09.2019
 12. Your letter no AEI/19-20/Tender/Shubham dt 20.11.2019

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of 1.1 kv PVC insulated Lighting cables at the rates, following terms and conditions given and General terms and conditions of supply enclosed.

1. Description of Stores and Prices:

NIT sn	Description	Ordered qty (mtr)	Unit FOR destination Price Rs./mtr	Extended value Rs.
"AJANTA" make 1.1kv, PVC insulated Lighting Cables				
1	2 core 4 sq mm copper cable	1500	103.50	1,55,250.00
2	2 core 4 sq mm Aluminium cable	4000	61.25	2,45,000.00
3	2 core 6 sq mm Aluminium cable	13600	80.00	10,88,000.00
4	2 core 10 sq mm Aluminium cable	8500	90.00	7,65,000.00
5	4 core 6 sq mm Aluminium cable	6000	92.55	5,55,300.00
6	4 core 10 sq mm Aluminium cable	14000	120.55	16,87,700.00
Sub-total of FOR destination price				44,96,250.00
GST @ 18% on above				8,09,325.00.00
Total value of cables before availing ITC				53,05,575.00
Pre-despatch inspection charges @ 1% on Rs. 53,05,575.00				53,055.75
Total value of cables + PDI charges before availing ITC				53,58,630.75

Signature

22/11/19

Total Value: Rs. 53,58,630.75 (Rupees Fifty three lakhs fifty eight thousand six hundred thirty and seventy five paise only).

Detailed Technical specification as per enclosed Annexure –A

1. Basis of prices: The above prices are FIRM and on FOR destination basis inclusive of packing, forwarding, freight and transit insurance charges upto destination. The prices shall remain "FIRM" till complete execution of the order. Materials to be booked on freight paid basis. Safe arrival of materials at destination shall be your responsibility.
2. GST: GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST is 18%. Input Tax Credit benefit shall be availed by the consignee, for which you should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. You should upload the Tax Invoices/ Debit Note/ Credit Note in GST Portal, make payment of GST and file returns in time, as prescribed under GST Act and Rule to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of you to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.
3. Delivery: Supply of total ordered quantity should be completed within following delivery schedule:
 - 25% of ordered quantity to be supplied within the first 60 days from the date of placement of order.
 - Next 25% of ordered quantity to be supplied during the period 60 days to 90 days from the date of placement of order.
 - Next 25% of ordered quantity to be supplied during the period 90 days to 120 days from the date of placement of order.
 - Remaining ordered quantity to be supplied during the period 120 days to 180 days from the date of placement of order.
 - Delivery period shall be reckoned from seventh day of order date. Early supplies are acceptable.
4. Inspection Clause : (Also refer clause no 8 of Annexure "A" i.e. Technical specifications)
 - (a) Pre-Dispatch 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 dispatch inspection of the ordered materials shall be carried out by the agency appointed by WCL at the works of the vendor. The inspection fee as applicable at the time of inspection [presently Inspection charge is @1% on the FOR Destination Price (Basic + Freight, Insurance, P&F etc) + applicable GST] shall be initially paid by the vendor to the inspecting agency, which shall be subsequently reimbursed by the paying authority to the vendor alongwith the payment against documentary evidence. The GST on pre-despatch inspection charges shall not be claimed by the supplier vis a vis will not be reimbursed by WCL. Minimum 10 days advance notice shall be given by the vendor to the inspecting agency to carry out pre dispatch inspection. 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.

Mode of payment – In the event the inspection agency is CMPDIL, then the payment of pre-despatch 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-despatch inspection fee shall be submitted along with the invoice in order to claim the reimbursement of the same from WCL.







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As per NIT provisions if required, alternatively the cable may be inspected by WCL inspection authority i.e. GM(E&M) HOD,WCL, Nagpur or his authorized representative.

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.

5. 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.

6. EFT Details (as confirmed by you):-

Name of the Bank	State Bank of India
Branch & Location	GT road, Shahadara, Delhi
Account Number	10132280618
Nature of Account	Cash / Credit
IFSC CODE of the Branch	SBIN0009316

7. Paying Authority: GENERAL MANAGER (Fin), WCL, HQR ,Civil Lines, Nagpur.

8. Consignee: Depot Officer, Central Stores, Tadali, WCL, Urjagram, PO : Tadali, Chandrapur dist (Maharashtra) - 442401 Phone / Fax no: 07172- 237295, 237076;
WCL's GSTIN no. 27AAACW1578L1ZW

9. 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.

- i) Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii) Consignment note / RR/ LR in original, if applicable.
- iv) Warranty / Guarantee certificate, if applicable.
- v) Manufacturers test certificate, if applicable.
- vii. Price certificate and Price fall clause certificate
- vii. Notarised copy of BIS licence and test certificate & Test Certificates as per DGMS
- vii) Any other document as specified in the Order.

9. Guarantee / Warranty: You shall be fully responsible for manufacturer's guarantee / warrantee for satisfactory performance in all respects for the tendered items for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of stores by consignee 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.

10. Security Deposit: M/s Ajanta Electric Industries has to furnish Security Deposit amount in the form of DD or BG of any scheduled bank for 10% (ten percent) value of the total order value i.e. for Rs. 5,35,864.00 (Rupees five lakhs thirty five thousand eight hundred and sixty four), within 15 days time from the date of supply order, to the Direct Demanding Officer.

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 per the format enclosed as annexure 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.

WCL

WCL

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[Signature]

[Signature]

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Area	Head Quarter
Bank A/c No: / Cust ID	Current Account No: 005905018053 Customer Id : 556096497 ICICI Bank Ltd., Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph. No.	Hrushikesh Sakalkale, Tel +91-9923202096

BG advising message – 760COV / 767 COV via SFMS

Field number	Particulars
7035	ICICI000059
7037	WCL556096497

The original bank guarantee issued by issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western Coalfields Limited, HQ, Coal Estate, Civil Lines, Nagpur – 440001, Maharashtra" by **Registered Post/AD**.

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

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 :-

- 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
- 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
- To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- To any available Bank Guarantee/ Security Deposit for recovery of the penalty.
- 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.
- The supplier shall not be entitled to any gain on any such purchase.

12. 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.

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

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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.

You will advise, in the event of 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 cessation of such Force Majeure conditions.

For delay arising out of Force majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributed to the cause to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

14. Price Fall clause: You undertake that you have not supplied / is 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, then at that very price, with due 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.

15. Mode of dispatch: All the stores surely packed are to be dispatched by road transport to the consignee on Freight paid basis.

16. Location of dispatch: The Cables are to be dispatched from SP-4,870A, Industrial Area, Pathredi, Chopanki Near Bhiwad, ALWAR, Rajashtan, as confirmed by you.

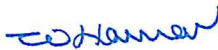

17. Manufacturing certificate: As the order is being placed on the basis of consideration that you are a manufacturer of the ordered material, you will have to provide a certificate to the following effect on the body of each bill.

18. Jurisdiction of Courts: Nagpur only

"Certified that the items supplied and included in this bill/ invoice are our own make and have been actually manufactured in our works situated at _____ (address of the factory)


This Order shall also be governed by the General Terms and Conditions of supply of stores, enclosed at Annexure "B", 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.



22/11/19

(Dr. Y Venkata Ramana)
Chief Manager (MM) P-III

Yours faithfully,


22/11/19
(K.S.R. Divakar)
Chief Manager (MM) P-I

Encl:

- ▲ Annexure A : Detailed Technical Specifications
- ▲ Annexure-B : General Terms and conditions for supply of materials
- ▲ ANNEXURE "C": Format of Bank Guarantee

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Copy to:


1. AGM /SO (E&M)/SO(MM)/AFM/Depot Officer – All areas
2. GM (E&M) HOD WCL, HQ
3. GM (Fin) I/c I, WCL HQ.
4. Chief Manager(Fin) /CP, WCL HQ
5. Depot Officer, 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), NCL,SECL, MCL, CCL, ECL, BCCL


Indent reference:

- a) MB 2018-19 of 1.1 KV Lighting Cable
- b) MB 2017-18 of 1.1 KV Lighting Cable

Budget Certification details:

Area	Budget details	Budget amount Rs.
Majri	RB/MA/GM/4460/E&M Stores/ 06/03/CP dt 27.07.18	6,11,500.00
Wani	RB/WA/CGM/2019-20/1101-4350 dt 26.07.2018	4,08,287.00
	RB/WA/CGM/538/19-20 E&M (Hq) Centralised stores dt 07.11.19	2,55,248.00
Umrer	WCL/GM(U)/HqOtherStores/ABClass/01/07/19-20 dt 28.07.18	7,12,740.00
Chandrapur	RB/CHA/Area/MB/A&B –E&M Other stores/76/14/2019-20 dt 07.11.19	3,91,995.00
Ballarpur	BA/RB/10/158/19-20; Hq CP lighting cable dt 09.11.19	3,92,832.00
Nagpur	AFM/CGM-NGP/BC/Rev/E&M/ABClass/MB19-20/HQ/P-33/242 dt 13.11.19	5,83,000.00
Pathakhera	WCL/PKD/BC/19-20/Hq/E&M/105 dt 1.11.19	8,97,880.00
Pench	WCL/Pench area/R/1/7/15/19-20 dt 10.07.2018	2,76,130.00
Wani (N)	Rev/WNA/Hq/A&B//19-20/E&M/6 dt 20.07.2018	6,19,000.00
Central budget : Balance budget against Rubber Belting (Total Rs.58,99,080.00		2,52,247.72
TOTAL BUDGET AVAILABLE		54,00,859.72


(Dr. Y Venkata Ramana)
Chief Manager (MM) P-III


(K.S.R. Divakar)
Chief Manager (MM) P-I