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	(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 5609 Fax : 0712 - 2510284 Website : westerncoal.gov.in

Supply Order no: 11100131519202

DT. 27.12.2019

To

Regd Post

M/s Prestige Cable Industries
 M-15, Badli Industrial Estate, Phase - 1
 Delhi 110042

Email: prestigecable@gmail.com
 Vendor Code:506153

Category: MSE; Fax: 1442881236

Sub: Supply order for Flexible Trailing cable for use with SDLs, LHDs & UDMs in underground coal mines
 Ref: 1. WCL's tender no: hq-pur-ra-kdp-e-010-2019-20 opened on 18.05.2019 (Tender ID : 2019_WCL_136850_1)
 2. Your offer / Bid ID : 406286 and subsequent correspondences on the e-procurement portal.
 3. Your letters no PCI/0900B/19-20 dt 26.08.2019 and PCI/0719/19-20 dt 26.12.2019

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 SDLs, LHDs & UDMs in underground coal mines at the rates and specifications and the terms and conditions and general terms and conditions stipulated hereunder;

1. DESCRIPTION OF STORES AND PRICES:

Sl No	Item Description	Quantity (mtrs)	Basic rate (Rs/mtr)	Extended basic Value (Rs)
1	Elastomer Insulated flexible trailing cable suitable for reeling and unreeling duty for use with SDL/LHD/UDM in underground coal mines, FT-7 type, 1100V, 25 sq.mm., as per IS:14494-1998, (DGMS approved or complaint to D.G.M.S. Circular (Electrical), (Approval) No.12 Dhanbad dated 25.05.15); Make - "PRESTIGE". Detailed Specification as per Annexure- I enclosed; Material code - 94994010139	11064	1465.00	1,62,08,760.00
			Add GST @ 18%	29,17,576.80
			Sub-Total	1,91,26,336.80
			Predispatch inspection charges @ 1% on landed (sub-total above)	1,91,263.37
			Total value of procurement before ITC on GST	1,93,17,600.17

(Total order value: Rs. 1,93,17,600.17 (Rupees One crore ninety three lakhs seventeen thousand six hundred and seventeen paise only)

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

3. 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% on equipment. 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

(Handwritten signature)

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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.

4. DELIVERY: Supply of total ordered quantity shall be made as per schedule given below:

- Supply of 50% of the quantity shall be made within first 2(two) months of date placement of supply order which shall be reckoned from the 7th day from the placement of order.
- Balance quantity shall be supplied thereafter in 2(two) months.

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 challan shall be submitted along with the bills in order to claim the re-imbursement 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. SECURITY DEPOSIT: You shall have to furnish the security deposit amount of Rs.19,31,760.00 (Rupees Nineteen lakhs thirty one thousand seven hundred and sixty only) in the form of Demand Draft or Bank Guarantee (as per format given) of any scheduled / Nationalized bank in the format enclosed at Annexure III (i.e. for 10% 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 format enclosed at Annexure III 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

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	Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +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.

7. 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:

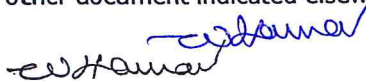
Name of the Bank and Branch	Axis Bank Ltd
Address of the Branch of the Bank	Plot no 5, Vikas Surya Plaza, Community Centre, DC Chowk, Sector -9 , Rohini, Delhi
Account Number	915030043540024
Nature of Account	Cash / credit
IFS Code of the Branch	UTIB0000371

8. PAYING AUTHORITY: General Manager (Fin), WCL, Hqrs, Civil Lines, Nagpur.

9. CONSIGNEE: Depot Officer, Central Stores, Tadali, WCL, Urjagram, PO : Tadali, Dist : Chandrapur - 442401; Phone / Fax no: 07172- 237295, 237076; GST Details of WCL - 27AAACW1578L1ZW

10. 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.

- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules and Act indicating HSN code
- (ii) Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST rule 2017), if applicable.
- (iii) Consignment note / RR/ LR in original.
- (iv) Warranty / Guarantee certificate, if applicable.
- (v) pre-despatch Inspection report of the inspecting authority
- (vi) Self attested copy of valid BIS License for use of standard BIS mark on the cable/ DGMS approval if applicable.
- (vii) Manufacturer's test certificate, if applicable.
- (viii) DGMS / BIS / Pre dispatch inspection certificates/any other document, if required as per Order
- (ix) 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)."
- (x) Price Certificate and Price Fall Certificate
- (xi) 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 you and you are able to issue e-way bill.
- (xii) Any other document indicated elsewhere in the order







11. GUARANTEE / WARRANTY: 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.

You shall be fully responsible for the manufacturer's warranty in respect of sub-standard materials, proper workmanship, faulty design (normal wear and tear excluded) of the materials. In case of any failure under warranty, it will be the responsibility of the supplier to collect the items failed under warranty and deliver the replacement / Repaired item(as per warranty /guarantee terms) Free of Cost up to the user/ consignee end. 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.

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, Coal India Limited and / or its subsidiary Companies should have the right :-

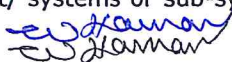
- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which 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.

13. 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 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.

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 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 order 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


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Government of India or a PSU at a lower price, than 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. PRICE CERTIFICATE: You have undertaken in your offer as under:

"We have not offered the same products at a price lower than that offered in the present order in respect of any other ministry/ department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

16. 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.

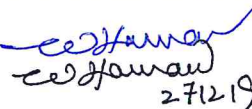
17. PACKING: Shall be applicable as per clause no: 18 of General Terms and conditions of supply of stores enclosed.

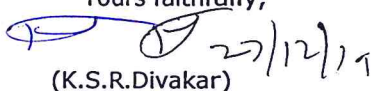
18. LOCATION OF DISPATCH: M-15, Badli Industrial Estate, Phase – 1, Delhi 110042 Ph no : 01127854161, 47565585.

19: Jurisdiction:- All disputes shall be subject to the jurisdiction of Nagpur court only.

20. GENERAL TERMS AND CONDITIONS: This Order shall also be governed by the General Terms and Conditions of supply of stores enclosed at Annexure II, 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.


27/12/19
(Dr. Y Venkata Ramana)
Chief Manager (MM) P –III

Yours faithfully,

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

Encl:

1. Annexure I - Detailed Technical Specifications
2. Annexure II - General Terms and conditions for supply of materials -
3. Annexure III - Format for BG
4. Annexure IV – Details of Budget reference for Rs. Rs,3,26,94,948.55 lakhs was provided by Areas against MB 2019-20

Copy to:

1. AGM /SO (E&M.)/SO(MM)/AFM/Depot Officer , WCL ALL AREAS
2. GM (E&M) HOD WCL, HQRS
3. GM (Fin) I/C -1 / Chief Manager(Fin) CP, WCL Hq,
4. Depot Officer, WCL, Central Stores, Tadali
5. 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
6. RD, CMPDIL, Jaripatka, Nagpur. Ph no: 0712 – 2642 118 / 494. Fax no: 2643 231.
7. GM(MM), SECL, MCL, CCL, ECL, BCCL

This order is issued with concurrence of GM(Fin) I/c -1 dt. 04.10.2019 and approval of Dir(Tech) P&P,WCL dated 10.10.2019.

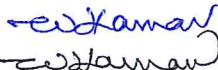
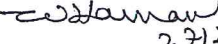
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Indent Ref/BC Details:

1. MB for 19-20: MB for Flexible trailing cable for use with SDL/LHD / UDM, 25 sq.mm:10764 mtrs
2. Indent no Ind/18-19/4560/00434 dt 28.01.2019 for 300 mtrs for Murpar

Budget details: Capital: FA/WCL/Cap/BC/OPM/12/41/46 dt 14.12.2019 for Rs.5,23,797.00
Revenue

Area	BC reference details	Amount (RS.)
Pathekhera	WCL/PKD/BC/19-20/HQ/E&M/106 dt 15.11.19	58,73,064.00
Nagpur	AFM/CGM-NGP BC/REV/HQ/MB/19-20/P-33/243 dt 15.11.19	55,46,782.00
Chandrapur	RB/CHA/Area/MB/A&B-E&M Other stores/76/15/2019-20 dt 15.11.19	13,05,125.00
Ballarpur	BA/RBb/09-158/19-20/HQ CP Trailing cable dt 09.11.19	5,87,306.00
Wani North	Rev/WNA/HQ-A&B/19-20/E&M/3 dt 20.07.18 for Rs.10.00 lakhs and Rev/WNA/HQ-A&B/ 19-20/ E&M/ 3A dt 19.11.19 for Rs5.66 lakhs	15,66,000.00
Umrer	WCL/GM(U)/Hq Other Stores/AB Class/2/28 dt 18.11.19	97,041.00
Total BC for Rs,3,26,94,948.55 lakhs was provided by Areas against MB 2019-20 (details enclosed) BC available before placement of this order is for Rs.1,21,27,253.69, out of which Rs.32,62813.00 will be utilized against this order, leaving a balance of Rs.88,64,440.69.		



27/12/19
(Dr. Y Venkata Ramana)
Chief Manager (MM) P -III



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