


M/F

	(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: 11100131519279

Date: 27.03.2020

To
M/s IMT Cables Pvt Ltd
 A-96, Mayapuri Industrial Area
 Phase - II, New Delhi - 110064

Vendor Code:
 Vendor Category: **SSI**
 email - aggarwal@imtcables.com
 Ph: 011-28116670

Sub: Supply order for Trailing Cable 3.3kv Unarmoured, 3x25 sq.mm. + 2x25/2 sq.mm. + 1x16 sq. mm for use with EKG Rope Shovels in Opencast mines

- Ref: 1. Our tender no: WCL-hq-pur-yvr-e103-2019-20 opened on 03.02.2020 (Tender ID-2019_WCL_160608_1)
2. Your offer/Bid_Id Number 485961 and subsequent correspondence on portal and submission of shortfall / confirmatory documents.

Dear Sir,

With reference to above, we are pleased to place a firm order on you for supply of Trailing Cable 3.3kv Unarmoured, 3x25 sq.mm. + 2x25/2 sq.mm. + 1x16 sq. mm for use with EKG Rope Shovels in Opencast mines, at the rates, following terms and conditions given and General terms and conditions of supply enclosed.

1. Description of Stores and Prices:

NI T sl no	Description	Tendered qty (mtr)	Unit Basic Price Rs.	Extended value Rs.
1	"IMT" make Trailing Cable 3.3kv Unarmoured, 3x25 sq.mm. + 2x25/2 sq.mm. + 1x16 sq. mm for use with EKG Rope Shovels in Opencast mines; Scope of supply and Technical specifications as per annexure "A" enclosed	600	1440.00	8,64,000.00
	GST @ 18%			1,55,520.00
	Sub-Total of Cable + GST			10,19,520.00
	Pre despatch inspection charges @ 1% on above			10,195.20
	Total value of order before availing ITC for item no 1			10,29,715.20

Total Value of order: Rs. 10,29,715.20 (Rupees Ten lakhs twenty nine thousand seven hundred fifteen and twenty 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.

(Handwritten signature)

(Handwritten signature)

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:** Total ordered quantity to be supplied within 120 days, to be reckoned from seventh day of order date.

4. **Inspection Clause :**

(a) **Pre-Dispatch Inspection:** 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.

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	ICICI Bank Limited
Branch & Location	Rajouri Garden, New Delhi
Account Number	629305040797
Nature of Account	Current
IFSC CODE of the Branch	ICIC0006293

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

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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 Certificates, if any as per technical specifications
- 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:** You have 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. 1,02,972.00 (Rupees one lakh two thousand nine hundred and seventy two only), 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
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur - 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE; Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS (Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible.

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 :-

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or
- c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
- d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e. To any available Bank Guarantee/ Security Deposit for recovery of the penalty.
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter, may become due to the successful tenderer in this or any other contract, with CIL or its subsidiary. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance.
- g. The supplier shall not be entitled to any gain on any such purchase.

12. 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 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

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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 98-A, Sec-5, IMT Manesar, Gurgaon (Haryana) 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.


"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)

18. Jurisdiction of Courts: Nagpur only

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.


27/03/2020
(Dr. Y Venkata Ramana)
Chief Manager (MM) P-III

Yours faithfully,

27/3/2020
(K.S.R. Divakar)
Chief Manager (MM) P-I

Encl:

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


Copy to:

1. AGM /SO (E&M)/SO(MM)/AFM/Depot Officer – Ballarpur / Wani areas
2. GM (Excv) 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: MB 2018-19 of Excavation trailing Cable

Budget Certification details:

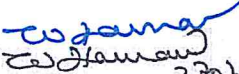
Area	Budget details	Budget amount Rs.
Wani	RB/WA/CGM/02/19-20 dt 20.03.2020	5,30,000.00
Ballarpur	BA/RB/14/162/19-20; Hq HEMM /A&B Class dt 20.03.2020	5,30,000.00
TOTAL BUDGET		10,60,000.00


27/03/2020
Chief Manager (MM) P-III


27/3/2020
Chief Manager (MM) P-I

ANNEXURE-I

1. Trailing cable ; 3.3 kv, Unarmoured, 3 x 25 sq.m.. + 2 x 25/2 sq.mm. + 1 x 16 sq.mm. for use with EKG Rope Shovels in Opencast Mines and as per specifications specified in NIT
1.1 ordered Quantity : 600 mtrs
1.2 Make of cable : IMT
1.3 BIS Licence to be submitted with signature and seal of the firm
1.4. Number of cores & Size of the Conductors - POWER- 3 X 25 SQ.MM, EARTH- 2 X 25/2 SQ.MM, PILOT- 1 X 16 SQ.MM
1.5 Manufacturer's identification - The Manufacture should mark their identification mark or LOGO on non-wearable surface of the product.
1.6 Standard/packing length - 150 M +/- 5%
1.7 Final Inspection shall be carried by out by the authorized representative after receipt of materials at consignee's end. The material found defective or not in accordance with the supply order specification will be rejected and intimated for free replacement within 30 days from the date of intimation.
1.8. <u>PACKING AND MARKING</u> 1. Cable shall have identified throughout of the length of the cable by means of a Tape placed under the sheath bearing of following details. Manufacturer's Name. Year and month of manufacturing. Voltage grade of the cable 2. The cable shall be wound on a drum. 3. The cut ends of the cable shall be sealed by non-hygroscopic sealing material. 4. ISI marking should be provided on cable/cable drum.


27/3/2020
Chief Manager (MM) P-III


27/3/20
Chief Manager (MM) P-I