



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. 11101131719147

Regd.Post /AD

Dt.30.10.2019

To
M/s Visakha Wire Ropes Limited
304A, SURYAKIRAN COMMERCIAL COMPLEX,
OPP VNIT COLLEGE GATE, BAJAJ NAGAR,
NAGPUR - 440010

Vendor Code : 102014
FAX NO: 0712-2244857

Sub: Supply order for Haulage Wire Ropes

- Ref: 1. Our e-tender no: Tender No. WCL-Hq-pur-akd-RA-e098-2019-20 opened on 20.03.2019 (Tender ID 2019_WCL_131174_1)
2. Your offer no. Visakha/BGT/11/2019 Dated 12.03.2019 (Bid id : 392389) and further correspondence through portal
3. Your Offer validity extension Letter no. VISAKHA/WCL/356 Dtd. 18.09.2019
4. Your letter no. VISAKHA/WCL/390 Dtd. 15.10.2019

Dear Sir,

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

1. DESCRIPTION OF STORES AND PRICES:

SN	Item Description	Qty (Mtrs)	All fig in Rs.	
			Basic per Mtr	Extended Value
2	Haulage wire ropes 22MM	36200	122.80	44,45,360.00
GST Extra @18%				8,00,164.80
Total Basic + GST				52,45,524.80
CMPDIL Pre-dispatch inspection charges @1% on Basic + GST				52,455.25
GST on Predispatch inspection charges				9,441.94
Total cost				53,07,421.99

Total Value: Total Procurement value: Rs. 53,07,421.99 (Rs. Fifty Three lakhs Seven thousand Four hundred Twenty one and Ninety Nine Paise).

Technical Specifications: Detailed technical specifications enclosed as Annexure 'A'

2. BASIC PRICE: The above prices are on FOR Destination basis inclusive of packing, forwarding, freight and insurance and shall remain firm till the complete execution of order. The safe arrival of the consignment upto the destination stores shall be the responsibility of the vendor.

3. GST: GST Shall be payable extra as legally applicable. 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, to facilitate WCL to avail Input Tax Credit (ITC) under GST. In case WCL is unable to avail ITC or any liability arises to WCL due to failure on the part of supplier to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from supplier. "Any reduction in rate of tax, on any supply of goods or services, or the benefit of Input Tax Credit, shall be passed on to WCL by way of commensurate reduction in prices" As per the provision of GST Act.

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4. **DELIVERY:** Supply should be completed within six (6) months from the date of placement of order. However minimum 50% (Fifty percent) of the order quantity shall be supplied within three (3) months from the date of placement of order. The delivery period of order will be reckoned from the 7th day of order date.

5. **Inspection: a. Pre-dispatch inspection:** The Haulage wire ropes will be inspected by CMPDIL at manufacturer's works before dispatch of the same to ascertain the conformity of the wire rope to supply order specifications, relevant ISS, latest (including amendment). Such inspections 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. The inspection fee @ 1%+applicable GST of the FOR destination price shall be initially paid by you to CMPDIL along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245, which shall be reimbursed to you along with the payment against documentary evidence. 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.

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 –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. 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.

c. The manufacturer shall make available to the inspector the required test facilities with necessary support for conducting the following tests.

1. Breaking strength as per clause 10.2.1 of IS : 6594 – 2001

2. Testing of Individual wires from completed rope as per clause 10.3 of IS : 6594 – 2001

d. The manufacturer shall make available to the inspector the following documents during inspection.

1. Copies of all relevant IS specifications.

2. Copy of valid BIS license for use of BIS certification mark for the ropes.

3. The record of test results in respect of tests on wire prior to rope manufactured as per IS clause 10.1 of IS : 6594 – 2001

4. All records pertaining to quality checks at various stages of manufacturing as per QAP.

6. **After sales service :** In addition to normal after sales service the successful tenderer's service engineers will have to make at least 4 visits annually to the location where the wire rope supplied by the tenderer is installed for joint inspection and submission of report on quality and performance of the haulage wire rope.

7. **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.

8. **PAYING AUTHORITY;** GENERAL MANAGER (FIN)/c-1, WCL, HQRS

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

Name of the Bank : AXIS Bank, Gajuwaka Branch, Visakhapatnam

Account no: '075010200015631

Nature of Account : Current Account

IFS Code : UTIB0000075

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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.

- 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, as per technical specifications.
- DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract / technical specifications.
- Performance Bank Guarantee
- Price certificate & Price fall clause certificate
- Any other document as per supply order and technical specifications, if any.

10. "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."

11. CONSIGNEE : Depot Officer, Central Stores, Tadali, WCL

Urjagram, PO : Tadali, Dist : Chandrapur - 442401

Phone / Fax no: 07172- 237295, 237076

TIN no: 2778000004V: CST no: 2778000004C GSTN ID : 27AAACW1578L1ZW

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

12. GUARANTEE / WARRANTY: Warranty in respect to substandard material and poor workmanship, faulty design (excluding normal wear and tear) for manufacturing defect should be valid for a period of 12 months from the date of commissioning / fitment OR 18 months from the date of receipt and acceptance of the materials at destination stores, whichever is earlier. Defective wire ropes will be replaced free of cost. Warranty replacement should be completed within one month from the date of claim. All cases of warranty will be decided on the basis of Joint inspection of the failed ropes held between user's representative and the manufacturer's representative.

13. LIQUIDATED DAMAGES cum Risk purchase clause:

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 :-

- 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.
- 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
- 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 forfeit security deposit in full or part.
- 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.

14. 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.

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- 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 cessation 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.
- 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.

15. Mode of dispatch: The materials should be dispatched by Road transport upto the destination stores on freight paid basis. The responsibility of safe arrival of the materials at destination stores will lie on you.

16. 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."

17. Price Fall Clause: You shall undertake that You have not supplied/is not supplying similar product / systems or subsystems at a price lower than that offered in the present order in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any state that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by You to WCL.

18. SECURITY DEPOSIT : You have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value i.e., **Rs. 5,30,743/-** of the awarded contract value (including pre-dispatch inspection charges) within 15 days' time from the date of supply order. In case the successful tenderer 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.

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.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order. Format of Bank Guarantee is enclosed at Annexure-C. Security Money may be converted into performance bank guarantee (PBG) upon successful completion of supplies.

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

19. 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 material, equivalent to 10% value of the contract including taxes, duties and pre-dispatch inspection charges etc. to the FOR destination price of the equipment on order, covering the warranty period order i.e., for ., **Rs. 5,30,743/- (Rs. Five Lakhs Thirty thousand and Seven Hundred Forty Three only)**. The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM(E&M)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

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Registered post /AD.

M/s Visakha Wire Ropes Limited

General Manager (MM) I/c ,
Materials Management Wing
Western coalfields Ltd HQ
Coal Estate, Civil lines
Nagpur - 44 0001
Maharashtra

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

20. Jurisdiction of Court: Any dispute arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land".

21. Unless & otherwise specified above, the order shall be governed by General Terms and conditions for supply of material, enclosed as Annexure 'B'.

Please acknowledge the receipt of this order within 15 days from date of receipt of this order and return the second copy of this order duly signed & stamped with seal of your company as a token of acceptance otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.

Yours faithfully,


(Alok Kumar)
Deputy Manager (MM)


(K.S.R.Divakar)
Chief Manager (MM)

- Encl: 1. Technical Specifications (Annexure A)
1. General Terms and conditions for supply of materials. (Annexure B)
2. Format of Bank Guarantee (Annexure 'C')

BUDGET CERTIFICATION DETAILS:

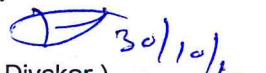
Name of Area	Budget Diary No.	Amount in Rs.
Chandrapur	RB/CHA/AREA/MB/A&B/E&M stores/2019-20/3160/00037 Dt. 15.06.2018	3042568.00
Pench	WCL/Pench/Area/R/1/7/4/19-20 Dtd. 10.07.2018	2271279.49
Kanhan	FC/OS/HQ/19-20/11 Dtd. 09.07.2018.	1440481.00
Wani North	Rev/WNA/HQ-A&B/19-20/E&M/13 DT. 20.07.2018	816890.00
Pathakheda	WCL/PKD/BC/18-19/20/3560/00009/13.7.18	1428560.00
Nagpur	OS/E&M/A&B Class/HQ Procurement/19-20 Dtd. 17.07.2018	2804650.00

Copy to:

- AGM / GM , WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north /CWS Areas
- GM (EandM) / GM(Fin)-I/ GM(Fin)-II, WCL, HQRS
- CM(Fin)FC, WCL Hqrs BC Ref,
- SO(MM)/SO(E&M), WCL Chandrapur/ Ballarpur/ Patherkheda/ Kanhan/ Pench / Nagpur /Wani/Majri/ Wani north Areas
- Depot Officer, WCL, Central Stores, Tadali
- GM(E &M), CMPDIL, Gondwana Place, Kanke Road, Ranchi -834008
- GM(MM), CIL, SECL, MCL, CCL, NCL, ECL, BCCL
- Sr. Manager(MM/Admn.), WCL(HQ), Nagpur - The total value of the order is Rs. 53,07,421.99

This is issued against approved & vetted MB 2019-20 and with the approval of competent authority

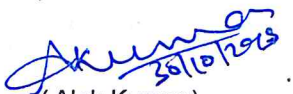

(Alok Kumar)
Deputy Manager (MM)



(K.S.R.Divakar)
Chief Manager (MM)

TECHNICAL SPECIFICATIONS (ANNEXURE A)

Sl.No.	Description	Haulage Wire Ropes
1	Nominal Diameter	22 mm
2	Standard Length/Reel Length Tolerance shall be as per IS 6594 (Latest)	2000 mtr
3	Total Length of Rope required	36200 Mtrs

Description		Parameters
Standard & Marking		
Reference Standard	As per IS : 1856 – 2005 as amended upto date	
Tolerance standard length	As per clause 6.4 of IS : 6594 – 2001	
Technical Parameter		
Construction	6 x 7 (6/ 1) CF	
Strand	Round Strand	
Tensile Designation	1570	
Core Material	Fiber	
Lay	Right hand lang's lay (RHL)	
Preforming	Preformed	
Galvanised/ungalvanised	Ungalvanised	
Lubrication	To be lubricated as per IS:6594-2001	
Marking		
Marking Details on reel	In addition to the details specified at clause 14 of IS : 6594 – 2001 , gross weight of the reel , net weight/weight per meter length of rope shall also be stenciled on the reel.	
BIS Certification mark	The wire rope shall carry BIS certification mark	
PRE-DESPATCH INSPECTION :		
i-The haulage ropes will be inspected by CMPDIL at manufacturer works before dispatch of ropes to ascertain the conformity of the ropes to supply order specifications, relevant IS specification.		
ii-The manufacturer shall make available to the inspector the required test facilities with necessary support for conducting the following tests.		
A-Breaking strength as per clause 10.2.1 of IS:6594-2001.		
B-Testing of individual wires from completed rope as per clause 10.3 of IS:6594-2001.		
The manufacturer shall make available to the inspector the following documents during inspection		
A-Copies of all relevant IS specifications.		
B-Copy of valid BIS license for use of BIS certification mark for the ropes.		
C-The record of test results in respect of tests on wire prior to rope manufacturer as per clause 10.1 of IS:6594-2001.		
D-All records pertaining quality checks at various stages at manufacturing as per QAP.		
AFTER SALES SERVICE/TECHNICAL SUPPORT :		
i-In addition to normal after sales service the successful tenderer's service engineers will have to make at least 4 visits annually to the location where the wire rope supplied by the tenderer is installed for joint inspection and submission of report on quality and performance of the haulage wire rope.		
DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLIES:		
i-Works test certificate conducted on rope as per IS:6594-2001.		
ii-Inspection report of pre-dispatch inspection.		
iii-Notary attested copy of valid BIS license for use of BIS certification mark on the offered ropes as per IS:1856 (complete license including 1st schedule and 2nd schedule and all relevant endorsement shall be submitted).		
iv-Technical brochures/leaflets, if any.		


(Alok Kumar)
Deputy Manager (MM)


(K.S.R.Divakar)
Chief Manager (MM)