



WESTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
MATERIALS MANAGEMENT WING
COAL ESTATE, CIVIL LINES, NAGPUR-440001
CIN : U10100MH1975GO1018626

Phone : (0712) 2510501, 2510691 [EPBAX, Extn :5587] Fax : 07 12 - 2510284
सामग्री प्रबन्धन विभाग

Department of Material Management
Website : www.westerncoal.gov.in

SO NO. 11100131720190

DATE: 11/12/2020

SUPPLY ORDER

To,
M/s.VISAKHA WIRE ROPES LTD.
304A, Suryakiran Complex,
Opp VNIT College Gate,
Bajaj Nagar, Nagpur 10,

BY REGISTERED POST
Vendor Code : 502031
Vendor Type: MSE
Category of bidder: Manufacturer
Tel No:- 0712-2244857,
Mobile: 9823114365
Email: arvindhingway1@yahoo.co.in,

Dear Sir,

Sub: Supply of Haulage Wire Rope.

Ref: 1. Our Tender No. WCL-hq-pur-spk-ra-e027-2020-21 (Tender id: 2020_WCL_173516_1) opened on 26.06.2020 and Reverse Auction conducted on 26.06.2020 (E-file no: 197366)
2. Your offer against the tender and subsequent correspondences on Portal
3. Your letter-no VISAKHA/WCL/2020/367 dated 27/11/2020 for extension of bid validity.
(Bid ID: 529788 dated 24-Jun-2020).

With reference to above, we are pleased to place FORMAL ORDER on you for Supply of the Haulage Wire Rope as per the rates, terms and conditions stipulated here under and technical specifications and General conditions of the contract & supply of stores enclosed :-

NIT SN	Item description	Unit	Quantity	Unit basic rate including fright & insurance (in Rs/unit.)	Extended Value in Rs
02	Haulage wire ropes 22 MM (Standard Reel Length: 2000 mtr)	Meter	34000	112.00	38,08,000.00
Total Value					38,08,000.00
GST: Extra @ 18 %					6,85,440.00
Total Value of Order (in Rs.)					44,93,440.00

[Rupees in words: Rs. Forty Four lakhs Ninety Three Thousand Four Hundred and Fourty only.]

Note: Detailed technical specifications enclosed at Annexure-'A'

TERMS & CONDITIONS

- PRICES:** The above prices are firm and on F.O.R. destination supply basis inclusive of Freight, Packing & forwarding and insurance charges.
Safe arrival of the consignment at destination shall be your responsibility.
- DESPATCH:** Material shall be supplied and billed directly to WCL consignee from your factory/manufacturing unit D 15 & 16,AUTONAGAR, VISAKHAPATNAM - 530012 A. P.

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3. Goods & Service Tax: GST shall be paid extra on the basic price, as applicable on the date of supply. The present rate of GST is @ 18%

You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.

You shall 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 supplier 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 tendered quantity should be completed as per schedule indicated below:

- 50% of ordered quantity (reel length rounded off to nearest higher digit) to be supplied within the first 90 days from the date of placement of order i.e. upto date 18th March 2020 .
- Remaining 50% of ordered quantity (reel length rounded off to nearest higher digit) to be supplied during the period 90 days to 180 days from the date of placement of order i.e. from 18th March 2020 to upto date 16th June 2020.

The order date shall be reckoned from the 7th day of placement of order.

No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period. Even if the materials are unloaded at the Stores, the same shall be at the risk and cost of the supplier and shall not be accepted unless the supplier has obtained the extension of delivery period.

Grace Period: A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for deliveries and not for offering stores for inspection (in cases of pre- dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.

If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.

The grace period will only apply to the original contract delivery period/refixed delivery period and will not be applicable once an extension of delivery has been granted.

In case of scheduled delivery period, grace period shall be limited to 25% of original delivery period or 21 days, whichever is earlier, irrespective of delay in particular phase of delivery

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5. **Option Clause:** WCL reserves right to operate option clause as per clause no 26 of Section III of NIT.

6. **Transportation & e-way Bill:** By road on freight paid basis. As the delivery of goods by you is on F.O.R. Destination basis, the movement of the goods is to be initiated by you and issue e-Way Bill.

7. **INSPECTION:**

(A) PRE-DISPATCH INSPECTION:

The haulage wire ropes will be inspected by WCLs representative / third party inspection at manufacturers works before despatch of the same to ascertain the conformity of the haulage wire ropes to supply order specifications, relevant ISS and latest amendments. 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 obligations.

Pre-dispatched inspection including stage inspection of the ordered material shall be carried out by CMPDIL or its authorised representatives. The inspection fee as applicable at the time of inspection (presently inspection charges is @ 1% on the Free at Site price (Basic + Fright + Insurance, P&F etc) + applicable GST (presently @ 18%) shall be initially paid by vendor by the inspecting agency. The inspection fee @ 1% on Free at Site 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.

Minimum 15 days of 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 in noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative / third party before dispatch and shall not absolve the vendor from the contractual obligation.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-dispatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

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

1. Breaking strength as per clause no 10.2.1 of IS: 6594-2001
2. Testing of Individual wires from completed ropes 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.

CMPDIL Inspecting Authority- GM(E&M) 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

Note: The Payment of fee shall be made through state bank collect in the hyperlink created on CMPDIL 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 pre-dispatch inspection fees from WCL.

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If required alternatively the haulage wire ropes may be inspected by WCL inspection authority i.e. GM(E&M)-HOD WCL or his representative.
If required alternatively the haulage wire ropes may be inspected by WCL inspection authority i.e. GM(E&M)-HOD WCL or his 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: WCL reserves the right to reject the goods which do not confirm to the specifications.

The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods/make alterations necessary to meet the specifications free of cost to the purchaser. The items will be inspected at final destination. However, manufacturers standard test certificates indicating conformation to the specifications of the order should be submitted along with supplies, if applicable.

8. Consignee : Depot Officer, WCL Central Stores, Tadali,
Urjagram, PO: Tadali, Dist: Chandrapur
Pin: 442406 – Phone / Fax no: 07172-237295 /237076
GSTIN : 27AAACW1578L1ZW

9. Payment Terms: 100% Payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

10. Bank Account details: Refer Bank Mandate Form in enclosed at Annexure 'E', as submitted by firm along with their offer for EFT payment.

11. Paying Authority: General Manager (Finance), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur – 440 001 (M.S.)

12. Submission of Bills :

- (i) GST complied Invoice enabling WCL to avail ITC on GST paid.
- (ii) Packing list in original giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original (if applicable).
- (iv) E-Way Bill (if applicable) as per the GST rules
- (v) Warranty / Guarantee certificate.
- (vi) Copy of BIS license/ Manufacturer's test certificate as per technical specification (if applicable).
- (vii) Lowest Price Certificate and Undertaking as per Price Fall Certificate
- (ix) Any other document indicated elsewhere in the order/technical specification.

13. Guarantee/Warranty :

You shall be fully responsible for the manufacturer's warranty of satisfactory performance in respect of proper design, quality, workmanship of the materials and their proper fitment on the equipment for which these are intended for. Warranty should be valid for the period of 18 months from the date of receipt and acceptance of the materials at destination stores or 12 months from the date of fitment, whichever is earlier. If it becomes necessary for the supplier to replace or

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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.

In case of warranty claim, the supplier shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

Any Defective material shall be replaced by the firm within 30 days of intimation from the consignee without any extra cost to WCL. All cases of warranty replacement will be decided on the basis of Joint inspection of the failed item, held between the user and the Manufacturer's representative.

In case of repetitive warranty failures and if the performance is found to be un satisfactory, as per the confirmation of GM(E&M)-HOD, WCL reserves its right to cancel the order and / or short close the order.

In case of warranty claim, the supplier shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

14. Performance Bank Guarantee:

You shall have to submit a Performance bank Guarantee for satisfactory operation and performance valid for 18 months from 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 i.e for Rs. 4,49,344.00 (in words: Four lakhs Fourty Nine Thousand Three Hundred Fourty Four Only), covering the warranty period.

The Bank Guarantee shall be released after successful completion of the guarantee/warranty period after confirmation from GM (E&M)-HOD, WCL-HQ.

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. 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.

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 format enclosed at Annexure 'D' as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is indicated at clause no 15 B.(iii) of subject supply order.

15. Security Deposit:

(A) You shall have to submit the Security Deposit. Security Deposit shall be for an amount of ten per cent of the total landed value of the contract including all taxes, duties and other costs and charges without considering the Input Tax Credit i.e for Rs. 4,49,344.00 (in words: Four lakhs Fourty Nine Thousand Three Hundred Fourty Four Only). The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as Annexure-C from a RBI Scheduled Bank in India (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.

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- (i) The Security Deposit shall be in the same currency in which contract is to be signed / Supply order issued. In case of Multi Currency contract separate SDBG in respective currency for required value as above shall be submitted.
- (ii) In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.
- (iii) The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.
- (iv) Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee in case of supply contract or after successful commissioning and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract in case of contracts for equipment and all those items/ goods involving installation and commissioning and PBG.
- (v) Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/ Performance BG shall be guided by the Performance Bank Guarantee clause.
- (vi) If you fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to them for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within scheduled delivery period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.
- (vii) If you fail to deposit the SD within the extended period and no supplies are made, the order shall be cancelled and the case shall be processed to order elsewhere at firm's risk and cost. Moreover, the firm's performance is to be kept recorded for future dealings with them. Further, if during execution of the contract, the firm fails to extend the Bank Guarantee for Security Deposit, suitably as required, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by WCL.
- (viii) In cases where the you will not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) of the supplier till the full SD amount is deducted. Further, **a penalty equivalent to 0.5% (half percent) of SD amount** for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 10% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

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(B) Bank Guarantee (For security Deposit (SDBG)):

(i) (For security Deposit (SDBG)) : You shall have to submit the Bank Guarantee for specified value towards the Security deposit . The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply of Materials and in case of supply of equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment.

For arriving at the value for Bank Guarantee to be submitted , the order value will be arrived at by adding all the Taxes & Duties applicable to the Free Delivery at Site Price of the materials on order as applicable on the date of opening of price bid.

(ii) The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

(iii) 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 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	ICICI0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE - 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

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 well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post.

General Manager (MM) -HOD

Materials Management Wing

Western Coalfields Ltd HQ, Coal Estate, Civil lines

Nagpur – 440001 Maharashtra

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

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 above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

16. Liquidated Damages Clause:

(A) In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply, or

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

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

(e) To forfeit the security deposit full or in part.

(f) When ever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site(FOR Destination) price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

(B) Denial Clause:

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

17. 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/ contract, WCL shall 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. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

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18. Price Certificate:

You shall certify in your invoice in the following format, as undertaken by you in your offer;

"This is to certify that the prices quoted by us for the offered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization."

19. PRICE FALL CLAUSE:

You have undertaken in your offer that "It has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded .

(i) The currency of contract will mean the period till completion of supply.

(ii) The Bidder shall have to submit a copy of the last (latest) purchase order for the similar /ordered item (s) received by them from any Organization / Ministry / Department of the Govt, of India Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization, along with the offer.

(iii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

(iv) The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization."

20. Force Majeure Condition

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable

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materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may wish with the concurrence of the purchaser elect to retain."

21. Settlement of Disputes through Court of law of competent jurisdictions:

The Courts in whose territorial jurisdiction the place from where Tenders / contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this NIT / resultant purchase Order/Contract . Therefore any disputes/claims arising out of the NIT with bidders or arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law .

22. General Conditions of the Contract:

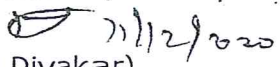
This order shall also be governed by the General Terms and conditions of supply of stores attached as Annexure-B, unless and otherwise specified above.

23. Provisions of CIL Purchase Manual:

Provisions of Coal India Purchase Manual – 2020 along with e-procurement guidelines shall be applicable to this tender/supply order. CIL Purchase Manual 2020 is available in the website of CIL <http://www.coalindia.in> or WCL <http://www.westerncoal.in> Latest Govt guidelines / Govt Circulars / CVC circulars issued if any from time to time shall also be applicable to this tender/supply order.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms.


(S.P. Khodke)
Asst. Manager (MM)

Yours faithfully

(KSR Divakar)
Chief Manager(MM)


- Encl :** 1. Technical Specification. - Annexure - "A"
2. General Conditions of the Contract - Annexure - "B"
3. Security Deposit Bank Guarantee format - Annexure - "C"
4. Performance Bank Guarantee format- Annexure - "D"
5. Bank Mandate with account details of EFT:- Annexure 'E'

Indent and Budget Certification No.

- (A) MB-2020-21 with following BC
(i) WCL/PKD/BC/21-22/HQ/STORE/E&M/02/DTD. 10.09.2020 of Patharkhera Area for Rs. 15,47,880.00
(ii) R/3/9/34/20-21/DT.13.10.2020 Rs. 11,29,036.00 of Pench Area
(iii) AFM/CGM-NGP/BC/REV/E&M/OS/MB/AB CLASS/20-21/P-50/212 /DTD.01.10.2020 of Nagpur Area for Rs. 17,25,558.00
(iv) AFM/CGM/NGP-BC/Rev/20-21/P15/02 dt 29.05.2020 for Rs 1908600.00 and AFM/CGM/NGP/BC/Rev/20-21/MB/44 dt 21.09.2020 for Rs.20,49,000.00 of Nagpur Area
(v) UA/HQ/OTHER STORES/AB CLASS/02/22/BC/20-21/DTD.20.09.20 of Umrer Area for Rs. 6,13,600.00
(vi) REV/WNQ/HQ-A&B/20-21/E&M/8 DTD.29.09.2020 of Wani North Area for Rs. 7,48,606.00
(vii) RB/CHA/AREA/MB/A&B-E&M OTHER STORES /88/19/2020-21/DT.15.10.2020 of Chandrapur Area for Rs. 19,22,977.00
(viii) BA/RB/29/168/20-21/HAULAGE WIRE ROPE/DT.15.10.20 of Ballarpur Area for Rs. 6,90,836.00

Copy to :

1. GM(E&M)HOD, / Chief Manager (Stores), WCL(HQ), Nagpur.
2. AGM/GM/SO(E&M)/SO(MM)/AFM/Depot Officer- All Areas of WCL
3. Depot Officer, Central Stores Tadali.
4. GM(Fin)-I & II, WCL, HQ, Nagpur- Concurrence ref: note#83 of E file no 197366 & further proposal approved by GM(MM)-HOD at note#87 of E file no 197366 on dated 16.10.2020
5. CMPDIL Inspecting Authority- GM(E&M) Central Mine Planning & Design Institute Ltd, Gondwana Palace, Kanke Road, Ranchi-834008
6. Sr. Manager (Finance) CB, WCL (HQ), Nagpur.
7. Chief Manager(Finance)Exp. , WCL(HQ), Nagpur
8. Sr. Manager(Cash/CP), WCL(HQ), Nagpur
9. Sr. Manager (MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 44,93,440.00



(S.P. Khodke)
Asst. Manager (MM)


(KSR Divakar)
Chief Manager(MM)

Technical Specification. - Annexure - "A"

Specification / Parameter	Details
a) TECHNICAL PARAMETERS OF ROPE	
FOR NIT ITEM SR NO 02- Item Description: Haulage wire ropes 22 MM	1. <u>DIAMETER</u> : 22 MM 2. <u>Standard length/Reel length</u> : 2000 Mtrs 3. <u>STRANDS</u> : ROUND 4. <u>CONSTRUCTION</u> : 6 x 7 (6/1) CF 5. <u>LAY</u> : RHL 6. <u>TENSILE DESIGNATION</u> : 1570 7. <u>IS APPLICABLE</u> : IS : 1856: 2005
b- STANDARDS :	a) Reference Standard: As per IS:1856-2005 as amended up to date. b) Tolerance standard length: As per clause 6.4 of IS:6594-2001.
c-TECHNICAL PARAMETER :	i- Preforming: Preformed ii- Galvanized/un- : Un -galvanized iii- Lubrication: To be lubricated as per IS:6594-2001
d- MARKING : Marking details on reel	i- 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. ii- BIS certification mark: The wire rope shall carry BIS certification mark.
e- PRE-DISPATCH INSPECTION :	The haulage ropes will be inspected by WCL's representative/third party inspection agency at manufacturer works before dispatch of ropes to ascertain the conformity of the ropes to supply order specifications, relevant IS specification, as per <u>clause no 07</u> of subject supply order.
f- AFTER SALES SERVICE/TECHNICAL SUPPORT :	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.
g- IDENTIFICATION OF MARKS:	The manufacturer should mark their identification marks or Logo on non wearable surface of the product.

DOCUMENTS TO BE SUBMITTED WITH SUPPLY	
(i) Works test certificate conducted on rope as per IS:6594-2001.	
(ii) Pre-dispatch inspection report	
(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 Leaflets / brochures, if any	


(Sachin Khodke)
Asst. Manager (MM)


(KSR Divakar)
Chief Manager (MM)