



# 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 : 0712 - 2510284

सामग्री प्रबन्धन विभाग

Department of Material Management

Website : www.westerncoal.gov.in

Supply Order Ref:11000112920106

DT:08.08.2020

## SUPPLY ORDER

M/s. FLOWMORE LTD.  
443, UDYOG VIHAR, PHASE-III,  
GURUGRAM - 122016  
HARAYANA

Vendor Code : 506140  
Vendor Type: Non-MSE  
Tel No.-0124 4563200,  
Mobile:09313241727

Dear Sir,

Sub: Supply of Centrifugal Pumps.

- Ref: 1. Our Tender No. WCL-hq-pur-sp-ra-e095-2019-20 (Tender Id: 2019\_WCL\_156427\_1) opened on 30.12.2019 and Reverse Auction conducted on 30.12.2019  
2. Your offer against the tender and subsequent correspondences on Portal (Bid Id: 474698 dated 28.12.2019).  
3. Your e-mail letter dated 01.08.2020.

With reference to above, we are pleased to place FORMAL ORDER on you for Supply of the Complete Centrifugal Pump set with NFLP Electricals as per the rates, terms and conditions stipulated hereunder and technical specifications and General terms & conditions of supply of stores enclosed:

Item no.	NIT SN	Item description	Unit	Quantity	Rate (per unit in Rs.)	GST @ 12%	Extended Value in Rs.	Total Amount in Rs.
1	2	Centrifugal Pump - 80LPS, 220 Meter Head CI Construction with FLP Electricals	set	3	2743600	329232	3072832	9218496.00
2	3	Centrifugal Pump 180LPS, 150Meter Head Cast Iron Construction with NFLP Electricals	set	4	1794800	215376	2010176	8040704.00
3	4	Centrifugal Pump 160 LPS, 150Meter Head Cast Iron Construction with NFLP Electricals	set	3	1620700	194484	1815184	5445552.00
4	10	Centrifugal Pump 200 LPS, 150Meter Head Cast Iron Construction with NFLP Electricals	set	1	1965992	235919.04	2201911	2201911.04
Total Value								24906663.04
Pre-Dispatch Inspection (PDI) Charges @ 1% on Total amount								249066.6304
Total Amount								25155729.67

[Rupees Two Crore Fifty-one Lakh Fifty-five Thousand Seven Hundred Twenty-nine and Paise Sixty-seven Only.]

[Detail Technical specifications enclosed at Annexure-A]

### TERMS & CONDITIONS

- PRICES:** The above prices are firm and on F.O.R. destination supply basis inclusive of Packing & forwarding freight charges and insurance. Safe arrival of the consignment at destination shall be your responsibility.
- 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 @ 12%. 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.

3. **Delivery:** Delivery of the complete pump set shall be completed within Four (04) months. The delivery period shall be reckoned from 7<sup>th</sup> (Seven) day of the order date.
4. **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.
5. **Pre-dispatch Inspection & Test: Inspection Clause: (a)** The Pumps complete will be inspected by CMPDI at manufacturer's works before dispatch of the same to ascertain the conformity of the ordered pumps with electricals to supply order specifications, relevant ISS, latest (including amendment), statutory regulations (DGMS) and type test certificates. 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. Pre-dispatch inspection including stage inspection of the ordered material shall be carried out by CMPDI or it's authorized representatives. The inspection fee @ 1% on FOR destination price plus all applicable GST shall be paid by you 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 will be subsequently reimbursed by the paying authority on production of documentary evidence. Minimum 10day advance notice shall be given to inspecting agency/ CMPDI. GST on pre-dispatch inspection charges will not be reimbursement by WCL since you are eligible for ITC on GST.

The Payment of pre-dispatch inspection shall be made by you online through State Bank collect hyperlink available on CMPLI website i.e. www.cmpdi.co.in

- 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.

6. **Consignee:** Depot Officer, WCL Central Stores, Tadali, Urjagram, PO: Tadali, Dist: Chandrapur

Pin: 442406 – Phone / Fax no: 07172-237295 /237076

**GSTIN: 27AAACW1578L1ZW**

7. **Payment Terms:** 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of material at site by the consignee or from the date of submission of bill whichever is later. Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/HOD(Tech) of WCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

8. **Bank Account details:** As confirmed by you in your offer.

Name of Bank	CANARA BANK
Branch Name & Location	F-19, Connaught Circus, New Delhi - 110001
Account Number	0143261025009
Type of Account	Cash Credit
IFS Code of the Branch	CNRB0000143

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

10. **Submission of Bills: For 80% Payment.**

- GST complied Invoice enabling WCL to avail ITC on GST paid.
- Packing list in original giving details of bill of materials, if applicable.
- Consignment note / RR/ LR in original (if applicable).
- E-Way Bill (if applicable) as per the GST rules
- Warranty / Guarantee certificate.

- (vi) Manufacturer's test certificate as per technical specification.
- (vii) Pre dispatch inspection certificates
- (viii) Performance Bank Guarantee
- (ix) Lowest Price Certificate and Undertaking as per Price Fall Certificate
- (x) DGMS approval for FLP electricals for NIT Item no. 2
- (x) Any other document indicated elsewhere in the order/technical specification.

**For 20% payment:** Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/HOD(Tech) of WCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released.

**11. Guarantee/Warranty:** You shall give a warranty of satisfactory operation and performance of the items supplied by you for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of materials whichever is earlier, at the consignee end by WCL. You shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it became necessary for you to replace or renew any defective portion of the goods, such replacement or renewal should be made by you without any extra cost to WCL. 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 item held between user representative and the manufacturer representative.

**12. Security Deposit:** You shall furnish a security deposit in the form of Demand Draft or Bank Guarantee of any scheduled bank as per format enclosed at Annexure 'C' for 10% value of the awarded contract (Landed value before ITC) **Rs.25,15,573.00 (Rs. Twenty Five Lakhs Fifteen Thousand Five Hundred Seventy Three Only)** within 15 day time from the date of supply order. Security deposit money will be refunded to you within 30 days from the date of satisfactory execution of the contract. Security deposit may be converted into Performance Bank Guarantee (PBG) as per NIT provisions.

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

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	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

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

General Manager (MM) I/c, 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.

**13. Performance Bank Guarantee:** You shall furnish PBG as per enclosed format at Annexure 'C' valid for 18 months from the date of receipt and acceptance of the materials to cover the Guarantee / Warranty period for 10% of the order value of the equipment (along with accessories) i.e., FOR destination price of the materials on the order, i.e., for **Rs.25,15,573.00 (Rs. Twenty Five Lakhs Fifteen Thousand Five Hundred Seventy Three Only)** to this office. No payment will be made without submission of the confirmed performance bank Guarantee.

The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department.

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

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/Address of the Bank	Current Account No : 0059018053 Cust.ID : 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph : +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 Registered post / speed post

General Manager (MM) I/c  
Materials Management Wing  
Western coalfields Ltd HQ  
Coal Estate, Civil lines  
Nagpur – 440001  
Maharashtra

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing /amending bank send the BG advice 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 abovementioned field, BG confirmation through online portal would not be updated. If issuing bank does not adhere to advisory, WCL will not be responsible.

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

**14. Liquidated Damages 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, Coal India Limited and / or its subsidiary Companies should have the right :-

- To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in Arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without 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.

**15. Risk Purchase Clause:** In the event of failure of the supplier to deliver or dispatch 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.

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily

**16. Price Certificate:** You shall certify in your invoice in the following format:

As undertaken by you in your offer you have to certify on the supplies bill that *"we have not offered the same products 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. 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."*

**17. PRICE FALL CLAUSE:** You have undertaken in your offer that you have not supplied / is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt. of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded. A certificate to this effect shall be submitted by you along with supply bill.

**18. 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 Western Coalfields Limited 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.

- 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.

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

**20. INTEGRITY PACT:** Already signed and submitted by you with your offer shall be applicable against this contract

**21. General Terms and Conditions:** 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.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.

Yours faithfully

(Sanjay Pawar)  
Sr. Manager (MM)

(KSR Divakar)  
Chief Manager(MM)

- Encl :**
1. Technical Specification. - Annexure - "A"
  2. General Terms & Conditions of Supply of Stores- Annexure - "B"
  3. Security Deposit /Performance Bank Guarantee format – Annexure – "C"
  4. Integrity Pact – Annexure "E"

Budget Certification No. : WCL/CAP/OPM/2020-21/12/25/48 Dated, 03.08.2020 for Rs.3,35,81,021/- only.

Indent Ref:

*Item Si.No.1 : R5180 / WCL/CHA/RSA/DRC/Coll.Mgr/E&M dt.01.01.2019 against S.O.R of DRC, Chandrapur Area*

*Item Si.No.2 : A5211 / IND/18-19/4560/00424 dt.23.01.2019 against PR of Gokul OC, Umrer Area  
: A5265 / IND/18-19/4360/00680 dt.08.02.2019 against PR of Penganga OC, Wani Area*

*Item Si.No.3 : A5224 /IND/18-19/3260/00637 dt.21.12.2018 against PR of Singhori Mine, Nagpur*

*Item Si.No.4 : A5280 /IND/18-19/4660/00663 dt.24.03.2019 against PR of Kolar-Pimpri, Wani North*

**Copy to**

1. GM(E&M)HOD, / GM(Finance)I/C, WCL(HQ), Nagpur.
2. Depot Officer, Central Stores Tadali.
3. CGM(P&P), WCL(HQ), Wani / Chandrapur / Wani North / Umrer / Nagpur Areas.
4. SO(E&M) Wani / Chandrapur / Wani North / Umrer ? Nagpur Areas
5. Sr. Manager (Finance)CB, WCL(HQ), Nagpur.
6. Chief Manager(Finance)Exp. , WCL(HQ), Nagpur
7. Sr. Manager(Cash/CP), WCL(HQ), Nagpur
8. GM(E&M)HOD. CMPDIL Ranchi – with a request to inspect the items as per Pre dispatch Inspection clause.
9. Sr. Manager(MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 25155729.67 only.

**Copy to IEMs :**

1. A.K. Mohapatra, IFS (Retd.), Flat No.201, Majusha Manor, Plot no. N3/382, IRC Village, Bhubaneswar-751015
2. Dr.(Ms) Nivedita P. Haran, IAS(Retd.),23, IFS Villas, P-6, Builders Area, Greater Noida - 201310

(Sanjay Pawar)  
Sr. Manager (MM)

(KSR Divakar)  
Chief Manager(MM)

## Technical Specification. - Annexure - "A"

Specification Parameter	Details, if any.
NIT Item No.2 : Centrifugal Pump - 80LPS, 220 Meter Head CI Construction with FLP Electricals	3 set
<b>1.2.0-Construction Material</b>	
a-Pump casing /body- CI grade FG-260 of IS:210	
b-Impeller -Bronze as per LTB2 of IS:318	
c-Pump Shaft -C S 40-C-8 of IS:1570-II/1979	
d-Shaft sleeve -SS-410	
e-Neck Ring - Bronze as per LTB2 of 6-IS:318	
f-Lantern Ring -CI grade FG-260 of IS:210	
g-Gland and bush -Bronze as per LTB2 of IS:318	
h- Cast Iron Foot valve as per IS:4038-1986	
i- Cast Iron Seluice valve as per IS:14846-2000	
j-Cast Iron Non Return Valve as per IS:5312(part-1)-2004	
<b>1.2.1-PUMP DETAILS</b>	
-Make of the pump	Flowmore
b-Model of the pump	FM590-200x150(4-Stgae)
c-Type of arrangement provided for neutralizing axial hydraulic thrust.	Thrust taken care by bearing
d-Efficiency at duty point	78
e-Maximum efficiency	80
f-Power in KW required at duty point	235
g-Discharge at duty point	80
h-NPSHR at duty point	5
<b>1.2.2-MOTOR DETAILS :</b>	
a-Operating voltage system: 3.3 kV,3 ph,50 Hz	
b-Kilo Watt Rating: 255 kW(Minimum)	
c-Motor RPM (Syn.): 1500	
d-Type of starting: Star Delta	
e-Type of enclosures: FLP	
<b>1.2.3-MOTOR DETAILS</b>	
a-Make of the motor	Marathon
b-Starting & Full load current	372A & 62A
c-Full Load RPM	1485 rpm
d-Power factor & Efficiency at 1/2, 3/4 and full load	0.70/0.81/0.85 & 92.5/93.5/94
e-Temperature rise on continuous Operation in Stator and rotor:	As per below
(i) In core by thermometer.	Limited to class B
(ii) In winding by resistance	Limited to class B
f-Pull out torque	More than 200% of FLT
g-Insulation resistance.	(Rated Kw+1)mΩ as per IS
<b>1.2.4-STARTER DETAILS :</b>	
a-Type of Starter: Star Delta	
b-Voltage system: 3.3 kV,3 ph,50 Hz	
c-Kilo Watt Rating: 300 kW(Minimum)	
d-Type of enclosure: FLP	
<b>1.2.5-STARTER DETAILS</b>	
a-Starter make and Model	Prabhu/STPL and FSHT-7 or HTF3/FLD-D5
b-Make and Nominal current rating of contactors	Prabhu/STPL and 400A
c-Operating voltage of relay	12V or 110V/220V

## 1.2.6- STANDARDS TO BE CONFIRMED

a- pumps :IS:5120-1977		
b- Motors: IS:325-1996 and IS: 3682-1996		
c-Starters: IS:12661-1988 and IS:2148-2004/IEC:60079-1-2007		
NIT Item no.3 : Centrifugal Pump 180LPS, 150Meter Head Cast Iron Construction with NFLP Electricals	4 set	
1.3.0-Construction Material		
a-Pump casing /body- CI grade FG-260 of IS:210		
b-Impeller -Bronze as per LTB2 of IS:318		
c-Pump Shaft -C S 40-C-8 of IS:1570-II/1979		
d-Shaft sleeve -SS-410		
e-Neck Ring - Bronze as per LTB2 of 6-IS:318		
f-Lantern Ring - CI grade FG-260 of IS:210		
g-Gland and bush -Bronze as per LTB2 of IS:318		
h- Cast Iron Foot valve as per IS:4038-1986		
i- Cast Iron Seluice valve as per IS:14846-2000		
j- Cast Iron Non Return Valve as per IS:5312(part-1)-2004		
1.3.1-PUMP DETAILS		
a-Make of the pump	FLOWMORE	
b-Model of the pump	P5922A-300X250(2 Stage)	
c-Type of arrangement provided for neutralizing axial hydraulic thrust.	Thrust taken care by bearing	
d-Efficiency at duty point	80	
e-Maximum efficiency	81	
f-Power in KW required at duty point	360	
g-Discharge at duty point	180	
h-NPSHR at duty point	5	
1.3.2-MOTOR DETAILS :		
a-Operating voltage system: 3.3 kV,3 ph,50 Hz		
b-Kilo Watt Rating: 390 kW		
c-Motor RPM (Syn.): 1500		
d-Type of starting: Star Delta		
e- Type of enclosure: NFLP		
1.3.3-MOTOR DETAILS		
a-Make of the motor	Marathon	TMEIC
b-Starting & Full load current	558A & 93A	584A & 86.5A
c-Full Load RPM	1485 rpm	
d-Power factor & Efficiency at ½, ¾ and full load	0.72/0.82/0.85 & 93.5/94.5/95	0.82/0.88/0.90 & 93.8/94/95
e-Temperature rise on continuous Operation in Stator and rotor:	As per below	
(i) In core by thermometer.	Limited to class B	
(ii) In winding by resistance	Limited to class B	
f-Pull out torque	More than 200% of FLT	
g-Insulation resistance.	(Rated Kw+1)mΩ as per IS	
1.3.4-STARTER DETAILS :		
a-Type of Starter: Star Delta		
b-Voltage system: 3.3 kV,3 ph,50 Hz		
c-Kilo Watt Rating: 450 kW		
1.3.5-STARTER DETAILS		
a-Starter make and Model	Prabhu/STPL and NSHT-S-D/NFLP	
b-Make and Nominal current rating of contactors	Prabhu/STPL and 400A	



c-Operating voltage of relay

12V or 110V/220V

## 1.3.7- STANDARDS TO BE CONFIRMED

a- pumps :IS:5120-1977

b- Motors: IS:325-1996

c-Starters: IS:1266 1-1988

NIT Item no.4 Centrifugal Pump 160 LPS, 150Meter Head Cast Iron Construction with NFLP Electricals

3 set

## 1.4.0-Construction Material

a-Pump casing /body- CI grade FG-260 of IS:210

b-Impeller -Bronze as per LTB2 of IS:318

c-Pump Shaft -C S 40-C-8 of IS:1570-II/1979

d-Shaft sleeve -SS-410

e-Neck Ring - Bronze as per LTB2 of 6-IS:318

f-Lantern Ring - CI grade FG-260 of IS:210

g-Gland and bush -Bronze as per LTB2 of IS:318

h- Cast Iron Foot valve as per IS:4038-1986

i- Cast Iron Sluice valve as per IS:14846-2000

i- Cast Iron Non Return Valve as per IS:5312(part-1)-2004

## 1.4.1-PUMP DETAILS

a-Make of the pump

FLOWMORE

b-Model of the pump

P5932A-200x150(2-Stgae)

c-Type of arrangement provided for neutralizing axial hydraulic thrust.

Thrust taken care by bearing

d-Efficiency at duty point

80

e-Maximum efficiency

80

f-Power in KW required at duty point

320

g-Discharge at duty point

160

h-NPSHR at duty point

5

## 1.4.2-MOTOR DETAILS :

a-Operating voltage system: 3.3 kV,3 ph,50 Hz

b-Kilo Watt Rating: 350 kW

c-Motor RPM (Syn.): 1500

d-Type of starting: Star Delta

e-Type of enclosure: NFLP

## 1.4.3-MOTOR DETAILS

a-Make of the motor

Marathon

TMEIC

b-Starting &amp; Full load current

474A &amp; 79A

455A &  
73.5A

c-Full Load RPM

1485 rpm

d-Power factor &amp; Efficiency at 1/2, 3/4 and full load

0.72/0.82/0.  
85 &  
93/94/94.50.84/0.88/0.  
9 &  
93.2/94/95.1

e-Temperature rise on continuous Operation in Stator and rotor:

As per below

(i) In core by thermometer.

Limited to class B

(ii) In winding by resistance

Limited to class B

f-Pull out torque

More than 200% of FLT

g-Insulation resistance.

(Rated Kw+1)mΩ as per IS

## 1.4.4-STARTER DETAILS :

a-Type of Starter: Star Delta

b-Voltage system: 3.3 kV,3 ph,50 Hz

c-Kilo Watt Rating: 400 kW (Min)

## 1.4.5-STARTER DETAILS

a-Starter make and Model

Prabhu/STPL and NSHT-S-  
D/NFLP

b-Make and Nominal current rating of contactors	Prabhu/STPL and 400A	
c-Operating voltage of relay	12V or 110V/220V	
<b>1.4.6- STANDARDS TO BE CONFIRMED</b>		
a- pumps :IS:5120-1977		
b- Motors: IS:325-1996		
c-Starters: IS:12661-1988		
NIT Item no.10 Centrifugal Pump 200 LPS, 150Meter Head Cast Iron Construction with NFLP Electricals	1 set	
<b>1.10.0-Construction Material</b>		
a-Pump casing /body- CI grade FG-260 of IS:210		
b-Impeller -Bronze as per LTB2 of IS:318		
c-Pump Shaft -C S 40-C-8 of IS:1570-II/1979		
d-Shaft sleeve -SS-410		
e-Neck Ring - Bronze as per LTB2 of 6-IS:318		
f-Lantern Ring - CI grade FG-260 of IS:210		
g-Gland and bush -Bronze as per LTB2 of IS:318		
h- Cast Iron Foot valve as per IS:4038-1986		
i- Cast Iron Seluice valve as per IS:14846-2000		
j- Cast Iron Non Return Valve as per IS:5312(part-1)-2004		
<b>1.10.1-PUMP DETAILS</b>		
a-Make of the pump	FLOWMORE	
b-Model of the pump	F 5922A-300x250(2-Stage)	
c-Type of arrangement provided for neutralizing axial hydraulic thrust.	Thrust taken care by bearing	
d-Efficiency at duty point	79	
e-Maximum efficiency	81	
f-Power in KW required at duty point	400	
g-Discharge at duty point	200	
h-NPSHR at duty point	5	
<b>1.10.2-MOTOR DETAILS :</b>		
a-Operating voltage system: 3.3 kV,3 ph,50 Hz		
b-Kilo Watt Rating: 435 kW (Min)		
c-Motor RPM (Syn.): 1500		
d-Type of starting: Star Delta		
e-Type of enclosure: NFLP		
<b>1.10.3-MOTOR DETAILS</b>		
a-Make of the motor	Marathon	TMEIC
b-Starting & Full load current	612A & 102A	643A & 95A
c-Full Load RPM	1485 rpm	
d-Power factor & Efficiency at ½, ¾ and full load	0.72/0.82/0.85 & 93.5/94.5/95	0.83/0.88/0.90 & 94/94/95
e-Temperature rise on continuous Operation in Stator and rotor:	As per below	
(i) In core by thermometer.	Limited to class B	
(ii) In winding by resistance	Limited to class B	
f-Pull out torque	More than 200% of FLT	
g-Insulation resistance.	(Rated Kw+1)mΩ as per IS	
<b>1.10.4-STARTER DETAILS :</b>		
a-Type of Starter: Star Delta		
b-Voltage system: 3.3 kV,3 ph,50 Hz		
c-Kilo Watt Rating: 480 kW		
<b>1.10.5-STARTER DETAILS</b>		

a-Starter make and Model	Prabhu/STPL and NSHT-S-D/NFLP
b-Make and Nominal current rating of contactors	Prabhu/STPL and 400A
c-Operating voltage of relay	12V or 110V/220V
<b>1.10.6- STANDARDS TO BE CONFIRMED</b>	
a- pumps :IS:5120- 1977	
b- Motors: IS:325-1996	
c-Starters: IS:12661-1988	
<b>COMMON PARAMETERS for all four Items</b>	
<b>2.0-DUTY PARAMETERS</b>	
2.1-Application -Mine dewatering	
2.2-Altitude of working site 300 M	
2.3-Relative humidity Upto 100%	
2.4-Ambient temperature 50 deg.C.maximum	
2.5-Sp. Gravity of liquid 1.03	
2.6-Working Hrs./day 24 Hrs.	
2.7-NPSHA 5.0 Mtrs	
<b>3.0-MANDATORY CONSIDERATIONS :</b>	
a-Since the required pump is meant for mine dewatering application, the offered pumps should have wider operating head range with minimum variation in discharge, i.e. the pumps must have continuously descending H-Q curve.	
b-The shut off head of the pump should be 10% more than the duty point head.	
<b>4.0-SCOPE OF SUPPLY: Each pump set will consists of</b>	
a- Pump with accessories-1	
b-Motor with coupling- 1	
c-Starter -1	
d-Base plate fabricated from structural steel with coupling guard-1 No	
e-Foot valve , suitable for suction of the pump-1 No	
f- Seluice valve suitable for delivery size of the pump.-1 No	
g-Non Return Valve ,suitable for delivery size of the pump.-1 No	
<b>5.0-PUMP DETAILS :</b>	
5.1-Type Centrifugal	
5.2-RPM 1480 (Nominal)	
5.3-Impeller Dynamically balanced (Note : Drilling of holes on impeller for balancing the hydraulic axial thrust is not acceptable).	
5.4-Pump bearing Deep groove ball / roller bearing/ Bush bearing..	
5.5-Working life of bearing Not less than 10,000 hrs.	
5.6-Construction SPLIT CASING	
<b>6.0-MOTOR SPECIFICATIONS</b>	
6.1-Type of motor:Squirrel Cage Induction	
6.2-Class of duty: CONTINUOUS	
6.3-Class of insulation:Class 'F' with temperature rise limited to Class 'B'.	
6.4-Winding material:Copper	
6.5-Direction of rotation:Bi-directional	
6.6-Shaft extension:Standard	
6.7-Starting torque: 120% of normal torque	
6.8-No. of hot starts per hour: 2	
6.9-Degree of protection of : IP 55	
6.10-No. of earthing points:Two	
6.11-Cable entry:Suitable for PVC DWA mining cable of required size	
6.12-Terminals:All winding leads shall be terminated in terminal box	

6.13-Type coupling (To be used with motor):Direct flexible coupling	
6.14-Name Plate: Non fading type, properly secured till the life of the motor. In addition to the information as per IS:325, the name plate shall also carry the bearing details.	
6.15-Type of construction and mounting: Horizontal, Foot mounted	
<b>7.0-STARTER SPECIFICATION :</b>	
7.1-Degree of protection :IPH-6	
7.2-Utilization category of Starter:AC-3	
<b>7.3-CONSTRUCTION :</b>	
a-Shall be in two compartments.	
b-One shall house through going bus bars and off load isolator.	
c-2nd compartment shall house contactors and protective devices.	
d-In case of auto transformer starter, the auto transformer shall also be accommodated in 2nd compartment and shall be accessible from rear side of the enclosure for maintenance.	
e-Door of 2nd compartment shall be interlocked with isolator in such a way that the door can be opened only when the isolator is in 'OFF' position.	
f-Cable terminal boxes with sealing boxes shall be provided for both incoming and out going terminals suitable for PVC/DWA mining cables of required size.	
g-Through going terminals of bus bar shall be provided with bus trunking box with blanking cover.	
h-Mounting - Skid mounted	
<b>7.4-BUS BAR &amp; ISOLATOR :</b>	
a-BUS BAR REQUIREMENT: Made of Electrolytic copper of cross section not less than 240 Sq.mm covered with heat shrunk PVC sleeves.	
b-ISOLATOR REQUIREMENT: Off load, triple pole reversing type	
c-Rating of Isolator:Not less than 300 A	
<b>7.5-CONTACTORS (ONLY Govt./Govt. test house tested make contactors shall be used) :</b>	
a. Operation : Electromagnetic	
b-OPERATING LIMITS OF CONTACTOR: As per IS:13947 (Part 4/Sec.1)/IS:9046. However the drop out voltage shall not be more than 50% of rated control supply voltage	
NOMINAL CURRENT RATING OF CONTACTORS (FOR AC-3 DUTY): Not less than 2.0 times the full load current. Note : In case of star/delta starters, all the three contactors shall be of same rating.	
c-Type of contactor (whether air break or vacuum break)	
<b>7.6-PROTECTIONS :</b>	
a-OVER LOAD PROTECTION: Thermal Over Load relay with. Range of current adjustment : 75% to 100%	
b-E L protection Type of E.L. Relay. The relay shall be as per the relevant Indian Standard or IEC.:CBCT operated E.L. Relay	
c-Minimum value of leakage current (on primary) to operate:0.5 A – 2 A (Max.) in steps of 0.5 A	
d-Time delay setting range for Earth leakage protection 0 – 1 Sec in steps or 0.1 Sec	
e-Testing and resetting of the relay:By means of push buttons on front cover of the panel.	
f-Indication of E.L. trip:By means of indicating lamps on front cover.	
g-P.T. and coils of the relay:Epoxy resin sealed	
h-Short circuit:Through back up HRC fuses	
i-Instruments:Amp. Meter of suitable range	
j-Printed circuit diagram:On a brass plate shall be affixed on inside the cover.	
<b>8.0-PRE-DESPATCH INSPECTION &amp; TESTS :</b>	
8.1-The pump set will be inspected and tested by WCL's representative or CMPDI at manufacturer's works before dispatch of the equipment to ascertain the conformity of the pump set to order specifications, relevant ISS. The pump will be tested as per IS:9137-1978 and IS:5120.	
8.2-The manufacturer shall make available to the inspector, the required test facilities with necessary support for conducting the tests as per the ISs and supply order.	
8.3-The manufacturer shall make available to the inspector the following during the inspection.	
(a) Copies of relevant ISSs.	
(b)Material test certificate of the pump.	
(c) All records of quality checks under QAP	
(d) Manufacturers test certificates for bought-out items.	
<b>9.0-DOCUMENTS TO BE SUBMITTED WITH SUPPLY</b>	
9.1-Dimensional drawing of offered pump indicating total weight in KG.	
9.2-Assly drawings of the offered model pumps showing all the parts.	

Supply Order Ref:11000112920106

On M/s Flowmore Ltd

DT:08 .08.2020

9.3-Characteristic curves of the offered pump at 1480 RPM between.	
(i) discharge Vs head	
(ii) discharge Vs KW absorbed	
(iii) discharge Vs efficiency	
(iv) discharge Vs NPSH	
9.4-Technical leaflets	
9.5-Material test certificate of the pump.	
9.6-Performance test report/pre-despatch inspection report of the pump set.	
9.7-Installation, operation and maintenance instructions and spare parts catalogue.	
9.8- General arrangement drawing of the offered starter showing overall dimensions.	
9.9-Copt of valid DGMS approval for FLP electrical for use in underground mines.	

(Sanjay Pawar)  
Sr.. Manager(MM)

( KSR Divakar )  
Chief Manager (MM)



ANNEXURE – “B”GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition; In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.

iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.

iv. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur

v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.

viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.

ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

x. The term PARTICULARS shall mean the following :

a. Specification

b. Drawing

c. Sealed pattern denoting a pattern sealed and signed by the inspector

d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.

f. Proprietary make denoting the product of an individual manufacturer

g. Any other details governing the construction, manufacturer and or supply as existing in the contract

xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:

i. The consignee at his premises or

ii. Where so provided the interim consignee at his premises or

iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent

For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be inclusive of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

(h) Change in a Firm

i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10.(a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies

II. Shall use such material economically and solely for the purpose of the contract

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its



termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

- b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
- c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

xviii. The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.

14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

- (a) The service that will be rendered by them as manufacturer's agent
- (b) The name and address of agents, if any, in India, and
- (c) The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. Earnest Money/ Security Money:

a) The value of Earnest Money to be deposited by the tenderer should be 2% ( Two Percent ) of the value of the estimated cost tendered for or Rs.10,00,000/- ( Rupees ten Lakhs only ) whichever is lower.

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of "Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie PART - "A" of the bid. For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

b) In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm 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.

The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft / Bank Guarantee of any scheduled bank shall be 10% ( Ten Percent ) of the value of the awarded contract ( LANDED VALUE ) without having any ceiling.

For successful tenderer, Security Money will be refunded to the firm within 30 days 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 required. However, in such case the amount of PBG should not be less than 10% ( Ten percent ) of landed value of order.

c) Valid DGS&D / NSIC registered (for the tendered items) firms on producing documentary evidence i.e. NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (for the tendered items) are exempted from payment of Earnest Money / Security Deposit.

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

(α) Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

a) Method of Testing

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

b) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

c) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

e) Consequence of Rejection

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to "

(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

(ii) Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

(iii) Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(l) Inspector's Decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

(j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(i) Marking of Stores

The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous,

- infected or perishable stores within 48 hours of the receipt of such intimation.
- ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charge for the period during which the rejected stores are not removed.

**17. Inspection Notes**

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

**18. Packing and Transport**

- a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
- c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
- e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

**19. Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

**20. 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 canceling 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 forfeit security deposit in full or part.
- 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 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.

**21. 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL 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 CIL 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.

**22. Inspection :** The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspection of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

**23. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.**

**24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from**

**25. Carrying vessels for Imported Items**

In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

**26. Freight :**

The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

**27. Passing of Property. :**

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

**28. Laws Governing the Contract.**

- i. This contract shall be governed by the Laws of India for the time being in force
- ii. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- iii. Jurisdiction of Courts
- iv. The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- v. Marking of Stores

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

**29. Corrupt Practices**

1. The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undertaking by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

**30. Insolvency and Breach of Contract**

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

**31. Terms of Payment:**

- For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should be on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.
- Payment against the supply orders placed either by the Subsidiary Company or by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than on subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.
- Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.
- Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against

the requirement of one subsidiary company by CIL

- Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

32. Progress Report

- a. The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.
- b. The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

33. All disputes arising out of this contract shall be under the jurisdiction of Nagpur court only and as per the "law of the land

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**FORMAT FOR PERFORMANCE BANK GUARANTEE**

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We \_\_\_\_\_ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ only.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :

The payment so made by under this bond shall be a valid discharge of our liability for \_\_\_\_\_ payment there under and the contractor(s)/supplier(s) shall have no claim against us \_\_\_\_\_ for making such payment.

4. We, \_\_\_\_\_ further agree that the (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the \_\_\_\_\_ the day of \_\_\_\_\_ 20 \_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by \_\_\_\_\_ reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).

Supply Order Ref:11000112920106

On M/s Flowmore Ltd

DT:08 .08.2020

7. We \_\_\_\_\_ lastly undertake not to revoke this  
(indicate the name of the Bank) guarantee during its currency except with the previous consent  
of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----  
---)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of the authorised person  
for and on behalf of the Bank.

For \_\_\_\_\_  
(indicate the name of the Bank)

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	Current Account no: 005905018053 Customer id: 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

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

General Manager (MM) I/c  
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.



Tender No. Hq-pur-ra-sp-e095-2019-20

## Annexure E

## PRE CONTRACT INTEGRITY PACT

## 1. General

This Pre-bid Pre-contract Agreement (hereinafter called the Integrity Pact) is made on 27<sup>th</sup> day of the month of Dec 2017, between, on one hand, Western Coalfields Limited acting through Sri Rama Kant Mishra General Manager(MM) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assign) of the First Part and M/s. FLOWMORE LIMITED represented by Shri K. G. Venma, of Designation Sr. VP (Sales & Mktg) (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government Undertaking /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :-

## 2. Commitments of the BUYER

2.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through Intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## 3. Commitment of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14 A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 3.15 In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.
- 3.16 The Bidder(s) will not enter with the bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.17 The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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3.18 The Bidder(s) of foreign origin shall disclose the name and address of the agent/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the bidder(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

3.19 The bidder(s) will, when presenting their bid, disclose any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

#### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of section 3, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### 6. Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provision.

#### 7. Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the buyer obtains knowledge of conduct of a bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

#### 8. Sanctions for Violations

8.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract or any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of the Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

8.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

8.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes in this Pact.

#### 9. Fall Clause

9.1 The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage 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 the BIDDER to the BUYER, if the contract has already been concluded.

#### 10. Independent Monitors

10.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

10.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

10.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

10.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

10.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

10.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

10.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

10.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.9 The Bidder(s)/Contractor(s) accepts that the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

10.10 The word 'Monitor' would include both singular and plural.

#### 11. Facilitation of Investigation

Tender No. Hq-pur-ra-sp-e095-2019-20

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

12. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may allow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Other provisions

(1) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(2) Issue like Warranty / Guarantee etc. shall be outside the purview of IEMs.

15. Validity

15.1 The validity of this Integrity Pact shall be from date of its signing till completion of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period. Any violation of the same would entail disqualification of the bidder and exclusion from the future business dealings

15.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

15.3 The parties hereby sign this Integrity Pact at 27th on Dec, 2019

BUYER

Name: Shri C.R. Samantray

Designation: General Manager(MM)

Western Coalfields Limited

Witness

1. K.S.R. Divakar, CM(MM)

2. S. Pawar, Sr.MM(MM)

BIDDER

Shri K.A. Verma  
Sr. V.P. - Sales & Marketing  
CHIEF EXECUTIVE OFFICER

Witness

1. (R.K. SINGH)

2. (Punit Sharma)

\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

(Sanjay Pawar)  
Sr. Manager (MM)

(KSR Divakar)  
Chief Manager(MM)

