

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

SO NO. 11000131819174

DT : 27.11.2019

SUPPLY ORDER

To.
M/s TATA STEEL LIMITED
Museum Road, Civil Lines,
Nagpur-442402

BY REGISTERED POST

Vendor Code : 516304

Vendor Type: NON MSE

Category of bidder: Manufacturer

Tel No.-0712-6457677,

Mobile: 9822204524

Email: s.chakraborty@tatasteel.com

Dear Sir,

Sub : Supply of Conveyor Roller Pipes.

Ref : 1. Our Tender No. WCL-hq-pur-sp-ra-kdp-e102-2018-19 (Tender id : 2019_WCL_134308_1)

opened on 08.04.2019 and Reverse Auction conducted on 08.04.2019

2. Your offer against the tender and subsequent correspondences on Portal
(Bid Id: 393935 dated 22.03.2019).

3. Your letter no NSO/WCL/2018-19/003 B dated 04.10.2019

With reference to above, we are pleased to place FORMAL ORDER on you for Supply of the Conveyor Roller Pipes as per the rates, terms and conditions stipulated hereunder and technical specifications and General terms & conditions of supply of stores enclosed :-

| NIT SN | Item description | Unit | Quantity | Unit basic rate in Rs. | Extended Value in Rs |
|--------------------------------------|---|------|----------|------------------------|-----------------------|
| 1 | 114.3 mm OD & 5.4mm wall thickness Pipes / Tubes for conveyor Rollers / idlers as per IS:9295 (Technical specification as per Annexure A) (ITEM CODE: 9493111038) | Mtr | 17059 | 631.00 | 1,07,64,229.00 |
| Total Value | | | | | 1,07,64,229.00 |
| GST: Extra @ 18 % | | | | | 19,37,561.22 |
| Total Value of Order (in Rs.) | | | | | 1,27,01,790.22 |

[Rupees in words: One Crore Twenty Seven Lakh One Thousand Seven Hundred Ninety and Twenty Two paise only.]

Note: WCL reserves the right to increase the ordered quantity upto the total tendered quantity (i.e. Upto 21323 meter)

TERMS & CONDITIONS

1. **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.

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

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

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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:** The supply of 10,000 mtrs shall be completed within 2 months from the date of issuance of supply order. The supply of remaining quantity shall be completed within 2 months thereafter. The delivery period shall be reckoned from the 7th 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. **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:** 100% within 21 days from the date of receipt and acceptance of the material at consignee end or within 21 days from the receipt of supplier's bill, whichever is later.

Payment shall be made only on submission of confirmed security deposit and performance bank guarantee and acceptance of WCL by same.

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

| | |
|------------------------|----------------------|
| Name of Bank | HDFC BANK |
| Branch Name & Location | SANDOZ BRANCH MUMBAI |
| Account Number | HB3239WR103262 |
| Type of Account | Current |
| IFS Code of the Branch | HDFC0000240 |

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

10. **Submission of Bills :**

- 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.
- Copy of BIS license/ Manufacturer's test certificate as per technical specification.
- Performance Bank Guarantee
- Lowest Price Certificate and Undertaking as per Price Fall Certificate
- Any other document indicated elsewhere in the order/technical specification.

11. **Guarantee/Warranty :** You shall give a warranty of Supplier shall furnish manufacture's guarantee / warrantee for satisfactory performance in all aspects for the tendered items for the period of 12 months from the date of commissioning or 18 months from the date of date of receipt and acceptance of stores by consignee whichever is earlier.

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

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before ITC) Rs. 12,70,179.00 (Rs. Twelve Lakhs Seventy Thousand One Hundred Seventy Nine Only) within 15 days 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.

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. 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.

14. 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.

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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

15. 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."*

16. 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 is 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.

17. 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 cession 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.

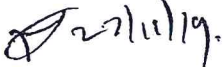
18. Jurisdiction: All disputes shall be subject to the jurisdiction of Nagpur court only.

19. 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


(S.P. Khodke)
Asst. 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"

Budget Certification No.

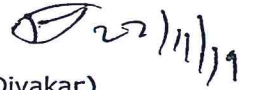
- (i) WCL/Pkd/BC/19-20/Store/Hq/E&M/59 Dt 22.07.19 of Patharkhera Area for Rs. 52,40,900.00
 - (ii) RB/other stores/Hq/19-20/7 of Kanhan Area for Rs. 26,20,467.00
 - (iii) R/1/7/9/19-20 Dt 10.07.2018 of Pench Area Rs. 85,45,091.00
 - (iv) 19-20/13 Dt17.07.2018 of Nagpur Area for Rs. 65,51,166.75
 - (v) RB/MB/GM/4460/E&M/06/06 2019-20 of Majri Area for Rs. 20,49,083.00
 - (vi) Rev/WNA/HQ-A&B/19-20/E&M/10 Dt 20/07/2018 of Wani North Area for Rs. 15,00,000.00
 - (vii) RB/WA/CGM/05-2019-20 of Wani Area for Rs. 75,96,289.00
 - (viii) BC/Cha/Area/MB/A&B/-E&M Other stores/75/08/2019-20 Dt 11.08.19 of Chandrapur Area for Rs. 4,42,736.00
 - (ix) E&M/Others/HQCP/158/14.20 Dt 12.02.2019 of Ballarpur Area for Rs. 2,67,08,518.00
- A) Provided total BC is Rs. 343.28 lakhs out of which utilized for MS & ERW Pipes Order and balance BC available for Conveyor Roller pipe is Rs. 2,25,50,389.00 , - BC utilized for subject supply order is Rs. 1,27,01,790.22 Accordingly balance BC of Rs. 98,48,598.78 exists as on date 27.11.2019

Copy to :

1. GM(E&M)HOD, / Chief Manager (Stores), WCL(HQ), Nagpur.
2. AGM/GM/SO(E&M)/SO(MM)/AFM/Depot Officer- All Areas of WCL
3. Depot Officer, Central Stores Tadali.
4. GM(Fin)-I & II, WCL, HQ, Nagpur- Concurrence ref: 19-20/454/P-86799 dt 11.11.2019 of CM(Excvt)-Audit & proposal approved by GM(MM)-HOD dated 18.11.2019
5. Sr. Manager (Finance) CB, WCL(HQ), Nagpur.
6. Chief Manager(Finance)Exp. , WCL(HQ), Nagpur
7. Sr. Manager(Cash/CP), WCL(HQ), Nagpur
9. Sr. Manager (MM/Admn.), WCL(HQ), Nagpur – The total value of the order is Rs. 1,27,01,790.22


27/11/19

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



(KSR Divakar)
Chief Manager(MM)

Technical Specification. - Annexure - "A"

| Title/Head | Details (if any) |
|--|---|
| a-Steel Tube Specification | Confirming to Grade Yst 210 of IS:9295-1983 |
| b-Random length | As per clause 16.1 of IS:9295-1983 |
| c-Marking | As prescribed at clause Sr. No 18: IS:9295-1983 |
| d-Tubes shall carry certification mark of Bureau of Indian Standard | |
| e-Outside Diameter | 114.3 mm |
| f-Wall thickness | 5.4 mm |
| g-Type of End | Plain End |
| | |
| | |
| DOCUMENTS TO BE SUBMITTED WITH SUPPLY | |
| Work test Certificate for the test conducted on the pipes as per clauses of IS:9295-1983 | |
| Attested copies of valid BIS license for use of ISI certification mark. | |


(Sachin Khodke)
Asst. Manager(MM)


(KSR Divakar)
Chief Manager (MM)