



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 - 25 10284

सामग्री प्रबन्धन विभाग

Department of Material Management

Website : www.westerncoal.gov.in

Supply Order Ref :11100112919148

DT :31.10.2019

SUPPLY ORDER

To.
M/s Maxflow Pumps India Pvt Ltd
Plot No 306-307, Sector-7,
IMT Manesar-122050

BY REGISTERED POST
Vendor Code : 506185
Vendor Type: NON MSE
Tel No.-0124-4031087
Mobile: 9810320345

Dear Sir,

Sub : Supply of Centrifugal Pumps.

- Ref :** 1. Our Tender No. WCL-hq-pur-sp-ra-e001-2019-20 (Tender Id : 2019_WCL_135558_1) opened on 29.04.2019 and Reverse Auction conducted on 29.04.2019
2. Your offer against the tender and subsequent correspondences on Portal (Bid Id: 397452 dated 27.04.2019).
3. Our letter no.NGP/WCL/19-20/C.Pump/e001/ 123 dated 03.06.2019
4. Your letter no. 397452/WCL/Price.Just dated 06.06.2019
5. Your letter no.QW.11.765/GGN/Conf.2 dated 06.07.2019
6. Our email letter dated 19.10.2019
7. Your letter mo. QW.11.765/validity extension dated 19.10.2019

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

Sl. No.	NIT SN	Item description	Unit	Quantity	Unit basic rate in Rs.	Extended Value in Rs
1	2	Centrifugal Pump, 80LPS x 200 Mtr Head, C.I. construction with NFLP Electricals complete. (Technical specification as per Annexure A) (ITEM CODE:26479996344)	Set	2	15,17,040.00	30,34,080.00
Total Value						30,34,080.00
GST: Extra @ 12 %						3,64,089.60
Sub Total						33,98,169.60
Pre dispatch Inspection Charges @ 1% on Total amount						33,981.70
Total Value of Order (in Rs.)						34,32,151.30

[Rupees Thirty Four Lakhs Thirty Two Thousand One Hundred Fifty One and Paise Thirty Only.]

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 7th (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 its 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 10 days 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	INDIAN BANK
Branch Name & Location	IMT Branch, MANESAR
Account Number	6685105466
Type of Account	Current
IFS Code of the Branch	IDBI000I014

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.

- (i) GST complied Invoice enabling WCL to avail ITC on GST paid.
- (ii) Packing list in original giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original (if applicable).
- (iv) E-Way Bill (if applicable) as per the GST rules
- (v) Warranty / Guarantee certificate.
- (vi) 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) 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 become 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. 3,43,216.00 (Rs. Three Lakhs Forty Three Thousand Two Hundred Sixteen 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. 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.3,43,216.00 (Rs. Three Lakhs Forty Three Thousand Two Hundred Sixteen 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 above mentioned field, BG confirmation through online portal would not be updated. If issuing bank does not adhere to advisory, WCL will not be responsible.

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.

- 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.

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 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.

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. FA/WCL/CAP/BC/OPM/12/37/44 dtd.24.10.2019 for Rs.1,39,85,003.00 only.

Indent Ref: Item Sl.No. 1 KPOCM/E&M/2017-18/01 dt. 23.02.2018 against PR of KP Extn.OC, 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 North Area.
4. SO(E&M) Wani North Area
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. 34,32,151.30 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)