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"Under Jurisdiction of Nagpur Court only"

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking)	 OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

Purchase Order No. 11100130619019

DATE: 10.05.2019

To
 M/s SUPREME SAHAJANAND ENTERPRISE
 C-72, SHIV INDUSTRIAL PARK,
 AMBIKA TUBE COMPUND, VATVA
 AHMEDABAD – 382440, GUJARAT

Vendor Code : 108023
 Vendor Category: MSE- General
 E mail : supremesorb@gmail.com
 GST No. 24AHMPT1753C1ZE

Sub:- Supply of CO2 Absorbent.

Ref:1.Our Open Domestic E- tender no: hq-pur-cr-e096-2018-19 (Tender id: 2019_WCL_127952_1) opened on 11.02.2019

2. Your offer dated 07.02.2019 and subsequent correspondence on portal

3. Your Bid Id: 379071

4 Your e-mail dated 18.04.2019

Dear Sir,

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of CO2 Absorbent as per the Price, quantity, specification, terms and conditions detailed below and as per general terms and conditions enclosed.

SCOPE OF SUPPLY & PRICES:-

Sl no	Item description	Order quantity	Unit price per jar (Rs) of 2 kg	Total value(Rs)
1	CO2 Absorbent, (Carbon Dioxide Gas absorbent soda lime). Packed in sound clean, Air Tight Sealed Moulded Plastic Container (Jars) with net content of 2 kgs. Capacity each, confirming to BIS: 5321-1969 amended till date, except size grading and as per technical specification enclosed as Annexure -I. HSN code:38249090. Make: Own Make	5200 jars of 2 kg each	105.00	546000.00
	GST @18% extra			98280.00
	Total			644280.00

Amount in words: (Rupees Six lakhs forty four thousand two hundred Eighty only)

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Other Terms & Conditions:

1. **Prices:** The above prices are FIRM on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores. Supplier will be responsible for safe delivery of materials upto destination.

2. **GST:** Shall be payable extra as applicable. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.

3. **Delivery;** Within 60 days from the date of issue of supply order. The delivery period shall be reckoned from 7th (seventh) day of the Purchase Order date.

4. **Consignee:** Depot Officer, WCL, Regional Store, Silewara, Nagpur Area, PO: Silewara, Dist: Nagpur, Maharashtra
GSTIN : 27AAACW1578L1ZW

5 **Indent No and Allocation:** Indent No WCL/MRS/NGP/2018/1086
DATED 17.12.2019 of Mines Rescue Station Nagpur
Allocation: Mines Rescue Station Nagpur

6. **PAYING AUTHORITY :** GM(Fin) ,WCL, HQ ,Coal Estate ,Civil Lines, Nagpur -440001

7. **Payment Terms :** 100% payment shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee end or the submission of the bills whichever is later against submission of confirmed Bank Guarantee.

Note : Bank account details for EFT as provided by you are given below:
Bank Account Details for making payment through EFT:-

Name of the Account Holder	SUPREME SAHAJANAND ENTERPRISE
Account Number	50200007813324
Name of the Bank and Branch	HDFC BANK LTD, VATVA GIDC BRANCH, AHMEDABAD
Address of the Branch of the Bank	HDFC BANK LTD, VATVA GIDC BRANCH, AHMEDABAD
Nature of Account	Current
IFS Code of the Branch	HDFC0009122

8. **Final Inspection :** Final inspection shall be carried out at the destination stores by the consignee.

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9. Guarantee /Waranty Clause: The supplied materials shall conform to the technical specifications of the tender/ order during the entire period of shelf life. You shall provide the warranty of the product against manufacturing defect during the entire period of Shelf life of the product.

10. Security Deposit: You shall have to furnish the security deposit of Rs. 64428.00 in the form of Demand Draft or Bank Guarantee of any scheduled bank as per format enclosed at annexure III, within 15 days time from the date of supply order.

In case you fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be kept recorded for future dealings with you.

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

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

11. SUBMISSION OF BILLS:-Pre-receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note / Delivery Challan in original.
2. Self attested copy of BIS license/DGMS approval/Test certificate required (if any) as per technical specification.
3. Warranty/Guarantee certificate.
4. GST Compliant Invoice.
5. Manufacturing Certificate on the body of each bill to the following effect:-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works at. . . . (address of the factory)."

6. Any other documents as specified elsewhere in the purchase order.

Note:- Copy of each of the above bill(s) along with copies of each documents must be submitted to the GM(MM) Purchase WCL, HQ. Nagpur-440,001.

12.LIQUIDATED DAMAGES:- In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-

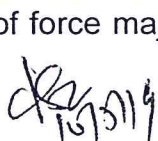
- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the execution may be in arrears limited

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- to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer
- 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 cancelling 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 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 encash any available Bank Guarantee / security deposit for recovery of the penalty.
 - 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 whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company. 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 amount.
 - g) The supplier shall not be entitled to any gain under this clause.

13. FORCE MAJEURE CLAUSE:- 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

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extra cost provided it is mutually established that the force majeure conditions did actually exist.

14. PACKING:- The packing of all the materials quoted shall conform to the requirements of the carriers.

15. Price Fall Clause : You shall undertake that You have not supplying similar products/ systems or sub-systems 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 and if it is found that at any stage that similar product/ systems or sub-systems was supplied by the you to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at that very price, with due allowance for the 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. A certificate to this effect shall be submitted by you alongwith supplies.

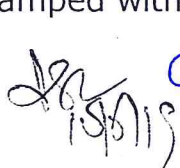
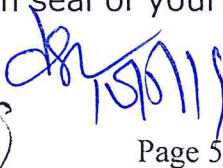
16. Price Certificate: A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "*Certified that we are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present order in respect of any other ministry/ department of the Govt. of India or a PSU.*"

17. Risk Purchase Clause: In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, 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.

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

19. GENERAL TERMS & CONDITIONS : Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II

This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.



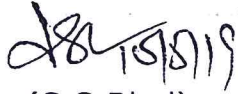
All other terms and condition shall be as per NIT

Encl:- 1.Detailed Specification. Annexure - ' I ' .

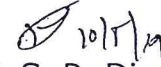
2.General Terms and Conditions of the supply order Annexure - ' II ' .

3.Format of BG for Security Deposit- Annexure-III

Yours Faithfully,
For & on behalf of Western Coalfields Ltd.



(S S Bhal)
Sr Manager(MM)



(K S R Diwakar)
Chief Manager (MM)

COPY TO:

1. AGM/ASO/ SO(MM)/AFM-WCL, Nagpur Area
2. GM(Rescue)/I/c, MRS, Nagpur. This is against your indent no: WCL/MRS/NGP/2018/1086 dated 17.012.2018
3. Depot Officer - Regional Stores, Silewara, Nagpur Area
4. GM(MM)/HOD: BCCL/CCL/ECL/SECL/MCL/NCL/CIL
5. GM(Fin)I/c, WCL HQ: Budget Certification vide no. BC/ WCL/Rev/ GM(Rescue)/ 2019-20/ CO2 Absorbent/ 06/01/71 dated 07.05.2019 for Rs. 644280.00


Sr Manager(MM)

Chief Manager(MM)