



Under Jurisdiction of Nagpur Court only

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|  | 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. 11100130619238

DATE: 31.01.2020

To
M/s TRD International
1702, A/1, Meadows
Adani Shantigram, Township
S. G Highway AHMEDABAD,
GUJARAT-- 382440

Vendor Code : 50504 1
Vendor Category: MSE- General
E mail : trdinternational999@gmail.com
GST No. 24AABHT5719E1ZA

Sub:- Supply of CO2 Absorbent.

Ref: 1. Our Open Domestic E- tender no: wcl-hq-pur-sb-e099-2019-20
(Tender id: 2019_WCL_158185_1) opened on 06.01.2020

2. Your offer dated 04.01.2020 and subsequent correspondence on portal
3. Your Bid Id: 471567

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/Brand: Sodalime | 4700 jars of 2 kg each | 87.75 | 412425.00 |
| | Packing & Forwarding @ R.s 2.19 | | | 10293.00 |
| | GST @18% extra | | | 76089.24 |
| | Total | | | 498807.24 |

Amount in words: (Rupees Four lakhs Ninty Eight thousand Eight hundred Seven and Paise Twenty Four only)

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[Handwritten signature]

Other Terms & Conditions:

1. **Prices:** The above prices are FIRM on F.O.R. destination basis inclusive of freight and insurance charges upto destination stores however packing and forwarding charges shall be paid extra @ Rs 2.19 per jar of 2 kg. 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/2019/1043
DATED 23.09.2019 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 | TRD International |
| Account Number | 393301010071554 |
| Name of the Bank and Branch | Union Bank Of India, Vastrapur Branch |
| Address of the Branch of the Bank | Hari Manjul, Ambavadi, Ahmedabad |
| Nature of Account | Current |
| IFS Code of the Branch | UBIN0539333 |

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

Handwritten signatures and dates:
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Handwritten signature

9. Guarantee / Warranty 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. Performance Guarantee: You shall have to deposit the performance bank guarantee for 10% of the landed value of order i.e. Rs. 49881.00. You shall have to furnish the PBG amount in the form of Demand Draft or Bank Guarantee of any scheduled bank valid for 18 months for covering the Comprehensive guarantee / warranty period, from the date of supply within 15 days time from the date of supply order. In case you fail to deposit the PBG, the order shall be cancelled and the case shall be processed to order elsewhere and your performance shall be recorded for future dealings with you. PBG will be refunded on receipt of satisfactory performance throughout the guarantee period from GM(Rescue), WCL. For unsatisfactory performance and / or contractual failure, the PBG shall be forfeited. 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".

| 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 details of beneficiary for issue of BG under SFMS platform is furnished below:

BG advising message - 760COV / 767 COV via SFMS



| Field number | Particulars |
|--------------|--------------|
| 7035 | ICICI0000059 |
| 7037 | WCL556096497 |

11 Security Deposit The successful tenderer shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract without having any ceiling i.e. RS. 49881.00, within 15 days time from the date of supply order to the Direct Demanding Officer.

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

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shall issue Bank Guarantee on SFMS (Structured Finance Message Service) platform. The beneficiary details are as under:

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".

| 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 |
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| Field number | Particulars |
|--------------|--------------|
| 7035 | ICICI0000059 |
| 7037 | WCL556096497 |

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to "General Manager (MM) I/c, Materials Management Wing, Western coalfields Ltd HQ, Coal Estate, Civil lines, Nagpur - 440001, Maharashtra" by **Registered post /AD**.

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

In case the successful tenderer 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.

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.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

12. SUBMISSION OF BILLS:- For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order *to the consignee*.

- i). Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). Warranty / Guarantee certificate from manufacturer stating that they shall be fully responsible for the manufacturer's warranty in respect of

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- performance during shelf life of the product
- v) Every consignment is to be accompanied with test report of each batch from Central Institute of Mining and Fuel Research (CIMFR) with guarantee certificate from manufacturer/supplier for entire shelf life.
- v). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vi) Price certificate and Price Fall certificate
- vii) Any other document as specified in the Order.

13. LIQUIDATED DAMAGES:- In the event of failure to deliver or dispatch the stores within the stipulated date / period in accordance with the samples and/or specification mentioned in the supply order, and in event of breach of any terms and conditions mentioned in the supply order, Coal India Limited shall have the right,

- a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. 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 elsewhere, after due notice to the successful bidder 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 the consignment not yet due for supply, or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also-
- d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
- e) To forfeit the security deposit full or in part.
- f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase

14. 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 Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the

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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.

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

16. 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.

17. Price Certificate: A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under:

"Certified 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 order 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."

18. 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

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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.

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

20. 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

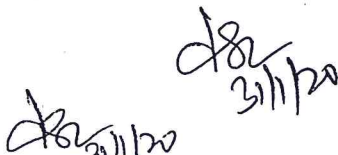
Encl:-1.Detailed Specification. Annexure - ' I '

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 Divakar)
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/2019/1043 dated 23.09.2019
3. Depot Officer – Regional Stores, Silewara, Nagpur Area
4. GM(Fin)I/c, WCL HQ
5. CM(MM)F/AF to MM: Concurred vide his concurrence No 66/2019-20 dated 30.01.2020
Budget Certification vide no. BC/WCL/REV/GM(RESCUE)/2019-20/CO2ABSORBANT/6/02/69 DATED 26.10.2019 for Rs. 5.82 Lakh


Sr Manager(MM)


Chief Manager(MM)