

WCL Supply Order No 11100131818182 dt 05.02.2019 placed on M/s Gajanan tubes private limited



(Under jurisdiction of Nagpur court only)

WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)

Office of the General Manager(MM)
Materials Management Department,
Coal Estate, Civil Lines
Nagpur 440 001

Ph. PBX: 0712 - 2511381,
2510691 EXT 5824
Fax : 0712 - 2510284
Website : westerncoal.gov.in

Formal Supply Order No: 11100131818182

Dt. 05.02.2019

M/s Gajanan tubes private limited
Model house , 40 strand road ,
3rd floor , room no:1a ,
Kolkata-70001, West Bengal
Email - gajanan@vsnl.net , adityagupta81@gmail.com
Mob - 9903606771
Fax - 033-22431705

by regd post with a/d
vendor code: 129056
vendor category: MSE

Sub:- Supply of MS Black Pipes 114.3 mm O.D., 5.4 mm wall thickness, for conveyor rollers.
Ref:-

1. Our tender no: WCL-hq-pur-ra-kdp-e-009-2018-19 opened on 15.06.2018 (Tender ID – 2018_WCL_103472_1)
2. Your offer dated 12.06.2018 on e-procurement portal (Bid ID – 306579) and subsequent correspondence
3. Your letter ref: GTPL/18-19/7114/shortfall dated 22.01.2019 confirming validity extension.

Dear Sir,

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of M.S. Black Pipes of 114.3 mm outside dia, 5.4 mm wall thickness as per the Price, quantity, specification, terms and general terms and conditions detailed below:

SCOPE OF SUPPLY & PRICES:-

Nit sl no:	Item Description	Qty. in Mtrs.	Basic Rate Rs/mtr	Extended Basic Value in Rs
1.	Pipes for conveyor rollers– 114.3 mm OD dia, 5.4 mm wall thickness, BIS marked Welded Black Steel tubes as per IS 9295-1983 and detailed technical specifications in Annexure I Material Code: 9493111038 HSN code: 73069011	30591	622.00	1,90,27,602.00
			Add freight @ Rs.47/- per mtr	14,37,777.00
			Add GST @ 18%	36,83,768.20
			Total before input tax credit	2,41,49,147.20
			Input tax credit against GST	36,83,768.20
			Total after input tax credit	2,04,65,379.00

Handwritten signature and date: 5/2/19

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Total order value in words: Rs. Two crore forty one lakhs forty nine thousand one hundred and forty seven and paise twenty only.

Terms & Conditions :

1. **PRICE:-** Prices are FIRM & on FOR Destination basis including Packing, forwarding and insurance charges. However freight shall be paid extra as per clause no: 2 below for FOR destination supply. Safe arrival of the consignment at destination shall be your responsibility.

2. **Freight Charges:-** Freight shall be paid extra for FOR destination supply at actual against documentary evidence subject to a maximum ceiling of Rs 47.00 (Rs. Forty seven only) per mtr.

3. **GST:-** Shall be payable extra as legally applicable within the stipulated delivery period of the contract. Current rate applicable is @ 18%. The HSN code applicable for the ordered items is 730690. The GST invoice shall clearly indicate the 8 digit HSN code for the ordered item. You shall raise GST compliant invoice enabling WCL to avail input tax credit as per GST rule. In case of any failure on suppliers account, the penalty including interest (if any) borne by WCL shall be recovered from you.

GST details of the firm: 19AABCG1647H1ZN.

GST details of WCL: 27AAACW1578L1ZW

4. **DELIVERY:-** As per schedule below:

- The supply of 15000 mtrs shall be completed within 2 months from the date of placement of order which shall be reckoned from the 7th day of placement of order.
- The supply of remaining 15591 mtrs shall be completed within 2 months thereafter which shall be reckoned from the 7th day of placement of order.

5. **TRANSPORTATION:-** Transportation by road shall be arranged by you.

6. **CONSIGNEE:**

The Depot Officer,
Central Stores, Urjagram, P.O : Tadali
Chandrapur Dist. (MS) pin – 442 406
TIN NO: 27780000004V dt. 01-04-2006
CST NO: 27780000004C dt. 01-04-2006
CE Registration No.: AAACW1578LEM080
(Range- V, Division- I, - Nagpur)

7. **PAYING AUTHORITY:-**

General Manager (Fin), WCL, HQ,
Accounts Dept., Coal Estate, Civil Lines,
Nagpur – 440 001

8. **TERMS OF PAYMENT:-** 100% Payment shall be made by General Manager (Fin), WCL, HQ within 21 days after receipt and acceptance of stores at site or submission of bills whichever is later.

Note : Details of Bank account are as under:

Name of the Bank and Branch	AXIS BANK , CORPORATE BANKING BRANCH
Address of the Branch of the Bank	AC MARKET BUILDING,SHAKESPEAR SARANI, KOLKATA-71
Account Number	917030059042231
Nature of Account	CASH CREDIT
IFS Code of the Branch	UTIB0001164

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9. SUBMISSION OF BILLS:- Your Original bill(s) duly stamped & pre-receipted for 100% value of each materials with 100% taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note in original.
2. GST compliant Invoice.
3. Eway bill (if applicable) – In the event the delivery of goods by the supplier is on FOR destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill.
4. Work Test Certificate for the Test conducted on the Pipes as per test clauses of IS – 9295-1983 .
5. Warranty/Guarantee certificate.
6. Delivery challan in original.
7. Buyer's copy of invoice in Original signed by authorised signatory.
8. 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)."
9. BIS certificate and any other document as per specifications.
10. Transporter's copy of Invoice
11. Any other document required as per technical specification.(identification on drum, Cable and sealing etc) or indicated elsewhere in the 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.

10. INSPECTION:- Final Inspection shall be arranged by the consignee at destination / stores.

11. GUARANTEE/WARRANTY:-You shall furnish manufacturer's guarantee / warrantee for satisfactory performance in all respects for the ordered items for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier.

12. SECURITY DEPOSIT:- You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling i.e. for Rs.24,14,915.00 (Twenty four lakhs fourteen thousand nine hundred and fifteen only) within 15 days time from the date of supply order. The BG shall be valid for a minimum period of 6(Six) months from the date of issue in order to cover the delivery period and shall remain valid till satisfactory completion of order.

- 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,

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	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.
- 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.

13. 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 :-

- 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 cancelling 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 any available Bank Guarantee/ Security Deposit for recovery of the penalty.
- 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:- As per Liquidated Damages Clause No. 14.

15. 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' 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 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.

16. PACKING:- Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

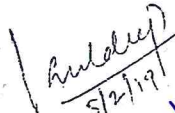
17. PRICE FALL CLAUSE : You have undertaken along with your offer that you have not supplied / are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by 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 you to the WCL, if the contract has already been concluded.

18. 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 supplied / are 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."

18. LOCATION OF DISPATCH:. The materials are to be dispatched from GAJANAN TUBES PRIVATE LIMITED, MALANCHA, MAHINAGAR, SOUTH 24 PARGANAS, WB, INDIA. PH:24779848, as confirmed by you in your offer.

19. GENERAL TERMS AND CONDITIONS: This Order shall also be governed by the General Terms and Conditions of supply of stores, unless and otherwise specified in the above paragraphs.

Please acknowledge receipt of the order within 15 days from the date of receipt of this order and return the duplicate copy of the order duly signed and stamped with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.


(P.Kuldeep)
Deputy Manager(MM)

Yours Faithfully

(C.R.Samantray)
Chief Manager(MM)

Encl:-

1. Detailed technical specifications - Annexure - 'I'.
2. BG format Annexure E
3. General Terms and Conditions of the supply order Annexure - 'II'.
4. Annexure A & B - BC details

MB/Indent & BC ref :

1. MB 2018-19 of 114.3 mm OD & 5.4 mm Wall thickness pipes for Conveyor Rollers for 30591mtrs vide file ref: 3706823
2. BC to the tune of Rs.1,85,24,488.71 which is left over from BC to the extent of Rs.21042900.51 provided by the areas against MB 2018-19 of 114.3 mm OD & 5.4 mm Wall thickness pipes for Conveyor Rollers (Details enclosed – Annexure A i.e. BC utilized for placing supply order for MS black & ERW pipes have been deducted)
3. **Remaining BC to the tune of Rs. 56,24,658.51 is to be utilized from left over BC provided against MB-18-19 for power cables as instructed by GM(E&M)-HOD in case file ref: 3706823. – Annexure B**
(BC provided against MB-18-19 for PVC cable is Rs.3,63,95,347.27 out of which Rs.2,54,17,417 has been utilized for placement of order for power cables vide s.o no: 11100131518174 dated 21.01.2019.)

CC:


AGM/SO(E&M)/SO(MM)/AFM / Depot Officers – All areas

GM(E&M)I/c/ Chief Manager (Stores), WCL HQ, Nagpur.

GM (F)-I , WCL HQ, Nagpur –Concurrence ref : GM(F)/67473 dt. 21.01.2019 of GM(F)I/C-I and the procurement proposal approved by D(T) dated 29.01.2019

Sr Manager (Finance) CP ,Accounts Dept. WCL HQ,Nagpur.

Dy Manager(MM) /Depot Officer /Chief Manager (Finance) – Central Stores, Tadali.


(P.Kuldeep)
Deputy Manager(MM)


(C.R.Samantray)
Chief Manager(MM)

Annexure I

Sl.No	Description	
1.0	ITEM:	
1.1	Pipes/Tubes for conveyor rollers / idlers	
Sr. No	Description	Parameter
3.0	Reference Standard:	
3.1	Steel Tube specification (conforming to grade Yst 210 of	IS:9295-1983
3.2	Random lengths as per clause 16.1 of	IS:9295-1983
3.3	Marking as prescribed at clause Sr. No.18	IS:9295-1983
3.4	The tubes shall carry certification mark of	Bureau of Indian Standard
4.0	TECHNICAL PARAMETERS :	
Sl.No	Description	Parameters
4.1	Outside diameter	114.3mm
4.2	Wall thickness	5.4mm
4.3	Quantity required in meters	30591mtrs
4.4	Type of end	Plain end
6	DOCUMENTS TO BE SUBMITTED WITH THE CONSIGNMENTS :	
6.1	Work test certificate for the tests conducted on the pipes as per clauses of IS:9295-1983	

Kuldeep
5/2/19
Kul
(P.Kuldeep)
Deputy Manager(MM)

C.R.Samantray
5/2/19
Chief Manager(MM)

ANNEXURE "E"

Format of Bank Guarantee for Security Deposit:

(RS.250 non-judicial stamp paper)

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 fulfilment 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 thereunder 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)

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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).

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.

8. The bank Guarantee is operational for all purposes at Nagpur Branch ,Maharashtra (Branch Code-)

Dated the _____ day of _____ 20_____

For _____

(indicate the name of the Bank)

* * * * *

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ANNEXURE – 'II'

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:

- 0 "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.
 1. 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.
 2. "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.
 3. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
 4. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
 5. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
 6. 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.
 7. 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.
 8. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
 9. 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
 10. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 11. 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.
 12. 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.
 13. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 14. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 15. UNIT & QUALITY means the unit and quantity specified in the schedule.
 16. 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:

