



(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
CIN – U10100MH1975GO1018626

Ph. PBX : 0712 - 2511381,
2510691
Fax : 0712 - 2510284
Website : westerncoal.gov.in
Email – gmmm.wcl@coalindia.in

Formal Supply Order No: 11100131819014**Dt. 06.05.2019**

M/s Rungta irrigation limited
Rungta Irrigation Ltd., 101, Pragati Tower,
26, Rajendra Place,
New Delhi-110008
Email - tarun.megotia@rungtairrigation.in
Mob - 9212271692, 9313271692
Fax - 1125716231

Vendor Code:506192
Vendor category: MSE
By regd post with A/D

Sub: Formal supply order HDPE pipes

Ref:-

1. Our tender no: WCL-hq-pur-ra-kdp-e-088-2018-19 opened on 21.01.2019
(Tender ID – 2018_WCL_125451_1)
2. Your offer dated 16.01.2019 against the above tender and subsequent correspondences on the e-procurement portal (Bid ID – 370546)

Dear Sir,

With reference to the above, we are pleased to place a formal supply order on you for supply of HDPE Pipes as per the Price, quantity, specification, terms and conditions detailed below and general terms and conditions enclosed:

SCOPE OF SUPPLY & PRICES:-

NIT item no:	Description	Tendered qty (No:)	Basic rate per no:	Extended basic rate (Rs)
1	HDPE Pipe of size 180 mm outside dia, in standard lengths of 6 mtrs, as per Annexure I (Make –Rungta) Item code :94931021803	635	7871.00	49,98,085.00
			Add GST @ 18%	8,99,655.30
			Add predespatch inspection charges @ 1%	58,977.40
			Total procurement value before ITC on GST	59,56,717.70
			Less ITC on GST	8,99,655.30
			Total procurement value after ITC on GST	50,57,062.40

Total before input tax credit in words - (Rupees Fifty nine lakhs fifty six thousand seven hundred and seventeen and paise seventy only)

DETAILED SPECIFICATION:- Annexure – ‘ I ’

Kuldeep
6/5/19
ks

6/5/19
ks

Clause No.1: PRICE:- Prices are FIRM & on FOR Destination basis including freight, P&F and insurance charges. Safe arrival of the consignment at destination shall be your responsibility.

Clause No.2: GST: Shall be payable extra as legally applicable within the stipulated delivery period of the contract. Current rate applicable is @ 18%. You shall raise GST compliant invoice enabling WCL to avail input tax credit as per GST rule. The HSN code applicable for the ordered items as indicated by you is 39172190. The GST invoice shall clearly indicate the 8 digit HSN code for the ordered item.

The successful bidders shall have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL. The supplier 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 supplier. You shall make all out efforts to comply with the provisions under GST Act and Rules there under and also shall strive to maintain high compliance rating score under GST during the period of contract with WCL.

GST details of M/s Rungta irrigation limited - 09AAACR0829F1ZK
GST Details of WCL; 27AAACW1578L1ZW

Clause No.3.DELIVERY: Supply of total ordered quantity should be completed as per schedule indicated below:

- 25% of ordered quantity to be supplied within the first 45 days from the date of placement of order.
- Next 50% of ordered quantity to be supplied during the period 45 days to 90 days from the date of placement of order.
- Remaining ordered quantity to be supplied during the period 90 days to 120 days from the date of placement of order.
- Delivery period shall be reckoned from seventh day of order date.

In view of emergency of this requirement on account of monsoon season, earlier delivery is acceptable.

Clause No.4: TRANSPORTATION:- MODE OF DESPATCH:- Transportation by road shall be arranged by you.

Clause No.5 :CONSIGNEE: The Depot Officer,
Central Stores, Urjagram, P.O: Tadali
Chandrapur Dist. (MS) pin – 442 406
GST no: of WCL - 27AAACW1578L1ZW

Clause No.6 : PAYING AUTHORITY:-
General Manager (Fin), WCL, HQ,
Accounts Dept., Coal Estate, Civil Lines,
Nagpur – 440 001

Clause No.7: 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. The bank account details for EFT as confirmed in your offer are as under:

Name of the Bank and Branch	ALLAHABAD BANK
Address of the Branch of the Bank	17, PARLIAMENT STREET, NEW DELHI-110001
Account Number	20018942104
Nature of Account	CC Account
IFS Code of the Branch	ALLA0211893

Handwritten signature/initials

Handwritten signature/initials

Clause No.8: 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 "QUADRUPPLICATE" 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 relevant IS.
5. Predespatch inspection certificate.
6. Warranty/Guarantee certificate.
7. Delivery challan in original.
8. Buyer's copy of invoice in Original signed by authorised signatory.
9. 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 or indicated elsewhere in the order.

Clause No.9: Inspection :

(a) PRE-DESPATCH INSPECTION: Pre despatch inspection of the ordered materials shall be carried out by CMPDIL at manufacturers works before despatch of the same to ascertain the conformity of the pipes to supply order specifications, relevant IS: 4984-1995 and IS:8008-part-6:2003 and routine acceptance test.. The inspection fee as applicable at the time of inspection [presently Inspection charge is @1% on the FOR Destination Price (Basic + Freight, Insurance, P&F etc)+ applicable GST (@18% currently)] shall be initially paid by the vendor to the inspecting agency. The inspection fee @1% on FOR destination price will be subsequently reimbursed by the paying authority on production of documentary evidence, however GST on pre-despatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL. Minimum 10 days advance notice shall be given by the vendor to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by the vendor. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL before dispatch and shall not absolve the vendor from the contractual obligation.

- CMPDI Inspection authority - GM(E&M) I/c Central; Mine Planning & Design Institute Ltd, Gondwana Palace ,Kanke Road ,Ranchi-834008,Fax no 0651-2231 185 / 2231 447, PH.NO: 0651-2230 238 / 2230 272.

Note - The payments of fee shall be made through state bank collect in the hyperlink created on CMPDI website i.e: www.cmpdi.co.in. The payment challan shall be submitted along with the bills in order to claim the reimbursement of predespatch inspection fees from WCL.

As per NIT provisions if required, alternatively the pipes may be inspected by WCL inspection authority i.e. GM(E&M) HOD,WCL or his authorized representative, Coal Estate, Civil Lines, Nagpur-440 001, Fax: 0712-2511572

(b) Final Inspection shall be arranged by the consignee at destination / stores.

Clause no. 10: GUARANTEE/WARRANTY:- You shall furnish manufacturer's guarantee / warranty for satisfactory performance in all respect for the complete / composite ordered items for a period of 12 months from the date of fitment / commissioning or 18 months from the date of receipt and acceptance of stores at consignee, whichever is earlier. In case of any failure under warranty, it will be the responsibility of the supplier to collect the items failed under warranty and deliver the replacement / Repaired item(as per warranty /guarantee terms) Free of Cost up to the user/ consignee end.

Clause No. 11: Security Deposit:- You shall have to furnish the security deposit of Rs. **5,95,672.00 (Five lakhs ninety five thousand six hundred and seventy two Rounded off)** in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank in the format enclosed at Annexure III (i.e. for 10% of the





awarded contract landed value) without having any ceiling 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 in the format enclosed at Annexure III 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.
- 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.

Clause No. 12: LIQUIDATED DAMAGES & RISK PURCHASE:- 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.

- e. To 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 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.

Clause no. 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 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.

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.

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.

Clause No.14: PACKING:- Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

Clause No.15: Price Certificate:- You have undertaken in your offer as under:

“We have not offered the same products 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. 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.”

Clause 16: 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 order 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.

Clause 17: location of dispatch:the materials are to be dispatched from Rungta Irrigation Ltd., C-165, Bulandshahar Road, Industrial Area, Ghaziabad, as confirmed by you in your offer.

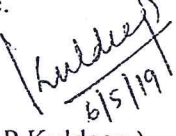
Clause 18: Jurisdiction:- All disputes shall be subject to the jurisdiction of Nagpur court only.

Clause 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.

Yours Faithfully,


(P.Kuldeep)
Deputy Manager(MM)


(K.S.R.Divakar)
Chief. Manager(MM)

Encl:-

1. Detailed technical Specifications - Annexure - 'I' consisting of 3 pages.
2. General Terms and Conditions of the supply order Annexure - 'II'.
3. Format for SD – Annexure III
4. Annexure IV – BC details

Indent Ref:

sl no:	Inden ref:	size (mm)	Qty (no:)	value (Rs)	mine	area
1	MB-18-19	180	635	2,42,60,620.64	various	various
		200	1130			
		250	437			

BC details:

- BC for ordered quantity diverted and provided from BC provided against MB-19-20 as per confirmation provided by GM(E&M)-HOD vide noting dated 04.05.2019 (Annexure IV) – enclosed

Note –

1. The total BC of Rs.59,56,717.70 has been utilised for placement of this order from the BC of Rs.2,71,56,742.32 provided towards MB-19-20 for HDPE pipes.
2. The total BC of Rs.2,06,40,623.31 has already been utilised vide S.O no: 11100131819013 dated 06.05.2019 from the BC of Rs.2,71,56,742.32 provided towards MB-19-20 for HDPE pipes.
3. Accordingly balance BC is Rs. 5,59,401.31 as on 06.05.2019

COPY TO:

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

GM(E&M)-HOD/ Chief Manager (Stores), WCL HQ, Nagpur.


GM(F) , WCL HQ, Nagpur – Concurrence file ref : P-67986 dt. 02.05.2019 of Dir(Fin) & proposal approved by CMD dated 03.05.2019.

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

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

a. Shri A.K.Bajaj (IEM)
A-167, Defence Colony
New Delhi – 110024

b. A.K.Mohapatra, IFS Retd (IEM)
Flat no. 201
Manjusha Manor
Plot no. H3/382
IRC village
Bhubaneshwar – 751015


(P.Kuldeep)
Deputy Manager(MM)


(K.S.R.Divakar)
Chief. Manager(MM)

Sl.No	Description	
1.1	High Density Poly Ethylene (HDPE) Pipes of nominal/outside diameter, pressure rating and grade as per requirement given below.	
2.0	APPLICATION AND TEMPERATURE :	
Sl.No	Description	
2.1	Sand stowing and dewatering in coal mines	
2.2	Max. ambient temperature/ Temperature of fluid : 45 deg.Cent.	
3.0	STANDARD AND MARKING :	
Sl.No	Description	
3.1	Standard to which the pipes shall conform IS:4984-1995 and IS:8008-part-6:2003	
3.2	The pipes shall carry BIS certification mark.	
4.0	TECHNICAL PARAMETERS :	
4.1.0	Technical parameters of pipes :	
Sl. No.	Description	Parameter
4.1.1	Nominal/Outside diameter :	
	Item1 HDPE Pipes , 180 mm O.D	180 mm
4.1.2	Material Grade	
	Item1 HDPE Pipes , 180 mm O.D	PE 100
4.1.3	Pressure rating	
	Item1 HDPE Pipes , 180 mm O.D	PN16
4.1.4	Wall thickness	
	Item1 HDPE Pipes , 180 mm O.D	Minimum - 20.3 mm Maximum - 22.6 mm
4.1.5	Pipe ends	
	Item1 HDPE Pipes , 180 mm O.D	Long neck stub ends with slip on M.S. Flanges duly welded to each pipe on both ends with dimensions as per IS:8008-part-6:2003
4.1.6	Standard length(end to end)	

Handwritten signature/initials

Handwritten mark


Handwritten mark



	Item1 HDPE Pipes , 180 mm O.D	6 Mtrs
4.1.7	Total Quantity (In Nos./Mtr) the pipes required :	
	Item1 HDPE Pipes , 180 mm O.D	635 No.s (6 mtrs standard length)
4.2.0	Technical parameters of M.S. Flanges :	
Sl. No.	Description	Parameter
4.2.1	Thickness of flange	
	Item1 HDPE Pipes , 180 mm O.D	16 mm
4.2.2	Flange OD	
	Item1 HDPE Pipes , 180 mm O.D	305 mm
4.2.3	Hole Center diameter	
	Item1 HDPE Pipes , 180 mm O.D	260.5 mm
4.2.4	Hole diameter	
	Item1 HDPE Pipes , 180 mm O.D	22 mm
4.2.5	No. of holes	
	Item1 HDPE Pipes , 180 mm O.D	8
4.2.6	Flange ID	Suitable for the specified size of pipe
5.0	Testing :	
5.1.0	Type tests :	
5.2.0	Acceptance Tests :	
Sl. No.	Description	Parameter
5.1.1	Internal pressure Creep Rupture test (for Hydraulic Characteristics)	The test shall be conducted in accordance with the procedure given in IS:4984-1995
5.1.2	Requirements for the test	As per IS:4984-1995
	Test temperature	80 ± 1 deg.C.

Handwritten signature
12/5/19

Handwritten signature

	Test duration	Not less than 165 hours
	Induced stress (in MPa) for PE63/PE80/PE100 grade pipe	3.5 / 4.6 / 5.5
5.2.0	Routine/Acceptance tests (As per IS:4984-1995)	
6.0	Predespatch inspection / testing:	
6.1	The pipes will be inspected by WCLs representative / third party inspection agency at manufacturers works before despatch of the same to ascertain the conformity of the pipes to supply order specifications, relevant IS: 4984-1995 and IS:8008-part-6:2003 and routine acceptance test. Such inspection 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.	
6.2	The inspector will conduct / witness the tests on the samples drawn on the pipes offered for inspection as per the sampling and testing clause of routine/ acceptance test (as per IS: 4984-1995) and as per the test methods specified in the standard.	
	Documents to be submitted along with the supply	
1	Routine / Acceptance test (as per IS:4984-1995)	
2	Technical / brochure / leaflets containing all technical details in respect of the offered pipes.	


 6/5/19
 (P.Kuldeep)
 Deputy Manager(MM)



 6/5/19
 (K.S.R.Divakar)
 Chief. Manager(MM)

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 :
- Specification
 - Drawing
 - Sealed pattern denoting a pattern sealed and signed by the inspector
 - Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - 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.
 - Proprietary make denoting the product of an individual manufacturer
 - 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:

- i. The consignee at his premises or