# Konkan LNG Limited

(Subsidiary of GAIL (India) Limited)

P.O. Anjanwel, Taluka - Guhagar Distt.-Ratnagiri (Maharashtra), PIN - 415 634 Ph. - +91-2359-241015

Fax:- +91-2359-241018 / 241125

## **PURCHASE ORDER**

101AS0519 - ANANT STEEL AND ALLOYS

MUMBAI, NO.6, GR.FLR, PLOT 7/9, HAJI KASAM CHAWL NR.SARITA PLASTICS, 2ND KHETWADI

LANE, 400004 Maharashtra India

PH. NO.: +91-8104967653 MOBILE: +91-9969673639

E-MAIL: info@anantsteelalloys.com;

anantsteelalloys@gmail.com PAN NO.: DUPPB0687A GST NO.: 27DUPPB0687A1ZO ORDER NO. KLL/C&P/MECH/P017/2021-22 / 5700000273

**DATED** 05-10-2021

VENDOR TYPE: Micro Other

FILE NO.: PFL017/2021-22

For all Correspondence Pls. Quote Order No. KLL/C&P/MECH/P017/2021-22 / 5700000273

Subject: PROCUREMENT OF DOUBLE HYDRANTS, WATER MONITORS WITH VALVES AND PIPING FOR USE IN FLARE AREA AT KONKAN LNG LIMITED (KLL) DABHOL

Dear Sir(s)/Madam,

With reference to your Quotation No. ASA/QTN/0074 DATED 17.07.2021 against our RFQ No. dated and all subsequent correspondences (if any) till date and we are pleased to place this order for following items(s) subject to terms and conditions of our RFQ.

Price Basis: FOT KLL, Anjanvel Site Basis.

**Delivery Period/Completion Schedule:** - At our KLL site up to 11.11.2021 from the date of issue of Purchase Order/LOA complete in all respect (As per SCC/SOW). Material required urgently in the plant; please supply material as early as possible.

Total Order Value including all taxes and duties: INR: 959,340.00

Schedule of Rates (SOR): As Enclosed.

General Purchase Conditions (GPC)/ General Conditions of Contract: Enclosed - General Purchase Condition.

Consignee Address: HOD (C&P), Konkan LNG Limited, At & Post Anjanwel, Tal-Guhagar, Dist. Ratnagiri,

Maharashtra, Pin-415634, Ph. No.: 02359-241015

Bank Details: - Since, KLL business have been shifted to other bank. May please provide bank account details in

"Bank Mandate Form" followed by cancelled cheque, both in original.



#### Terms of Delivery: -

Please dispatch the material with proper packing through reputed transporter/by hand to avoid any transit damage. The completion schedule is binding and essential and consequently, no delay is allowed without the written approval of KLL. Any request concerning delay will be void unless accepted by KLL through a modification to the contract. Completion schedule as agreed & accepted as a part of contract shall include time for mobilization in all respect, incorporation of comments, if any, and handing over of contracted supply, works & services, complete in all respect as per provisions of contract. In the event of delay in delivery, beyond contractual completion date, Price Reduction Schedule /Liquidated Damages as stipulated in this bidding document shall apply.

# Performance Bank Guarantee/ Security Deposit: - Applicable

You are requested to submit a Contract Performance Security Deposit / CPBG for a value of (Rs.24,390.00) by way of DD/NEFT or Bank Guarantee (in favor of Konkan LNG Limited payable at HDFC Bank Limited, Delhi) with in 30 days from the date of PO/LOA. Which shall be valid for a period of 28 months as per clause no.23 of ITB of tender documents.

CPBG/SD is to be submitted by the bidder within 30 days after issuance of LOI/FOA/PO (notification of Award), and in event of delay in submission of CPBG/SD, the contract can be terminated.

However, if termination of contract is not in the interest of KLL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) to bidder for submission of CPBG/SD with approval of concerned ED/CGM as OIC.

Further, where contractor/vendor/supplier is mobilized at site and executing the contract/order as per provision of contract/order or mile stones decided during Kick of Meeting, further period for submission of CPBG (beyond 60 days) can be given with the approval of concerned ED/CGM as OIC.

Alternatively, Security Deposit can be deducted from the due payment of contractor/ vendor/ supplier against such order/contract as exception.

For remaining cases, non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/contract and subsequent actions following termination as per the tender.



#### Payment Terms:

- Payment will be made within 15 days of receipt & acceptability of material at KLL site with all relevant documents (as per SCC/SOW)
- BEC qualified documents You have submitted only self attested BEC documents You have submitted UDYAM Certificate self attested for qualification in BEC of the tender as per Declaration Annexure 1 of tender. Submit UDYAM Certificate duly certified by in original Notary Public & Chartered Accountant.
- No advance payment shall be released unless specified otherwise in the bid document & accepted by KLL.
- The invoice must be prepared strictly as per agreed & accepted unit rates, amount & tax structure as agreed & accepted and specified in PO only.
- In case of delay in completion beyond contractual completion date, the invoice shall be presented for the reduced value proportionate to PRS amount as applicable per provisions of contract.
- The supplier/service provider may note that the bank charges, associated with release of payments against the order, shall be to respective account.
- As per practice adopted by KLL for greater transparency in transactions payments are released thru e-banking only.
- No interest charges, for delay in payment, if any, for whatsoever reasons, shall be payable by KLL.
- 1. Price Basis FOR/FOT : FOT KLL, Anjanvel site basis
- 2. Basic value of SOR Items : Rs.8,13,000.00
- 3. GST @18% extra on basic value : Rs.1,46,340.00
- 4. Packing & Forwarding Charges: Nil/Included
- 5. Freight / Transporation Charges: Nil / Included
- 6. Total Order value of including GST @18% & all duties: Rs.9,59,340.00
- 7. The Order/Contract value mentioned above is subject to Price Reduction Schedule Clause.
- 8. The Payment of GST (if any) shall be paid to the party based on submission of actual Cenvat/Modvat Invoice to be certified by EIC of KLL. GST Shall be applicable as per Govt. rules.
- 9. All other terms and condition shall be applicable as per Tender document No: KLL/C&P/2021-22/3700000015/P017/MECH dated 24.06.2021, GPC & Corrigendum / Clarifications No.1.

E-Way Bill: Vendor is responsible for generation and compliance of all Procedures/Laws of E-Way Bill to be generated for delivery of materials ordered against this Purchase Order.

The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by KLL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

GST: The payment of taxes (GST/IGST) and duties shall be applicable as per GOVT. rules.

Under section 171 of the CGST law, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to KLL by way of commensurate reduction in prices

As you are aware that Government of India has passed a Constitutional Amendment Bill to introduce GST in India effective 01-07-2017 which will subsume majority of the present indirect taxes, Konkan LNG Limited (KLL) requests you to share your GST registration details in the invoice / billing so that all our transactions are effected smoothly with minimum reconciliations.

In case GST credit is not available to KLL due to any fault of the vendors, then the amount along with consequential interest/penalty etc. will be recoverable from the vendor.

#### BILLING SYSTEM [for Domestic Bidder]

ORIGINAL Bills/Invoices signed by Authorized person to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on "Top left corner of the envelope" with "address" as under:

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### Paying Authority:

HOD (Finance & Accounts) Konkan LNG Limited (KLL) Tel. No.: 02359-241128, 241015



In case of delay in delivery beyond the delivery date specified in Purchase Order, Price Reduction Schedule shall be applicable @1/2% per week of total order value or part thereof for delay in delivery subject to maximum (ceiling) of @5% of total order value. The seller shall submit invoice considering reduction on account of price reduction schedule.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2% of the delayed delivery value maximum upto @5% of the total order value.

As mentioned in GCC/GPC, in case delay in supply/ execution of contract, supplier/ contractor/ service provider will raise invoice for reduced value as per Price Reduction Clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider will issue Credit Note towards the applicable PRS amount.

In case supplier/ contractor/ service provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, KLL will release the payment to supplier/ contractor/ service provider after effecting the PRS clause. In the event of any financial implication arises on KLL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider."

The date of LR/RR/Courier shall be considered as date of delivery for the purpose of calculation of LD/PRS.

#### **Termination of Contract:**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part:

- a. If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
- b. If the Seller fails to perform any other obligation(s) under the Contract and
- c. If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser in the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated. In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by KONKAN LNG LTD., ANJANWEL against any type of tender of tender not their offer will be considered by KLL against any ongoing tender(s) where contract between KLL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by KONKAN LNG LTD. to such vendor. The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

Guarantee / Warranties/ Defect Liability Period: - Warranty / Guaranty period: 02 Years for Water Monitor and as per GPC all other items (as per SCC Clause No.4)

- Test Certificate: Applicable

- Third Party Inspection: Applicable

Abnormally High Rated Item:- Not applicable.



#### Contract Document: -

- i. This Purchase Order/LOA along with Annexure/SCC/SOW/GPC/Technical Specification/Drawings.
- ii. RFO No.: KLL/C&P/2021-22/3700000015/P017/MECH dated 24.06.2021
- iii. Your Offer Ref. No.: ASA/QTN/0074 DATED 17.07.2021
- iv. Corrigendum / Clarifications No.1 dated 20.07.2021
- v. You have submitted self attested documents for qualification in BEC of the tender as per Declaration Annexure 1 for submission of Authenticated document pertaining to BEC as per tender. You are requested to submit the duly authenticated BEC documents (Certified by Notary) as per mentioned in Declaration Annexure 1.
- 1. Submit UDYAM Certificate duly certified by in original Notary Public & Chartered Accountant.

**Inspection Authority / Engineer-In-Charge:** - Shri Hari Om, Chief Manager (Mechanical) shall be EIC / Inspection Authority for this Job, Inspection of material ordered shall be at our KLL site.

Contact No.: 9927992170e-Mail : hari.om@gail.co.in

#### **Other Contractual Stipulations:**

1. The supply shall be made strictly in accordance with the terms and conditions set out below, offered technical specifications and other documents mentioned in the enclosures, which forms an integral part of this PO/LOA number variation of any nature shall be permitted to these conditions except with Purchaser's prior consent in writing:

#### 2. TAXES & DUTIES:

- 2.1. Only statutory variations in taxes/duties, within contractual delivery period shall be to Owner's account.
- 2.2. In case of delay in delivery on account of Seller, any new or additional taxes and duties imposed after the contractual delivery, and then the same shall be to Seller's account.

KLL's GST & PAN Particulars: KLL's GST Reg. No. is 27AAGCK0390Q1Z0 & PAN No. AAGCK0390Q.

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN No., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

#### 3. TRANSIT INSURANCE: To KLL Account

Immediately after dispatch, you are required to send a copy of complete dispatch documents (along with reference of this PO/LOA) to The Oriental Insurance Company Limited, Mumbai, Policy Number. 111200/21/2022/2 dated 14.05.2021 Failing which you shall be held responsible any damage/loss during transit.

Address of the Insurance Company:

The Oriental Insurance Company Limited

Corporate business Unit No.3, Oriental house,

3 rd floor, 7, J.T. Road, Churchgate

Mumbai-400020 INDIA.

Contact detail of Insurance Company: Shri R. Kannan, Relationship Manager, Oriental Insurance Company Limited.

Phone No.: 022 - 22049064, 22040419, 22049092

Mobile No.: 9987755859

Email: kannan.r@orientalinsurance.co.in; vijaygaurkhede@orientalinsurance.co.in; smita.parate@orientalinsurance.co.in

Copy of the above dispatch intimation regarding transit insurance shall also be sent to the consignee address.

Konkan LNG Limited reserved the right to terminate full or parts there of contract without assigning any reason what so ever.

Post Order Correspondence: Consignee Address / Delivery Location:

HOD (Contract & Procurement) Konkan LNG Limited (KLL) P.O. Anjanvel, Tal. Guhagar, Distt. Ratnagiri, Pin-415634 Maharashtra, India

Tel. No.: 02359-241128, 241015



This is being issued in triplicate. Two copies of the order duly signed, stamped and dated on each page in token of your unconditional acceptance within 10 days from the date of receipt of this Order.

#### For and on behalf of

## KONKAN LNG LIMITED

(Authorized Signatory)

SANDESH YADAV Senior Officer (C & P) KONKAN LNG LIMITED AT POST-ANJANWEL, TAL-GUHAGAR, CIST, RATNAGIRI, PIN CODE - 415634

Name:

PLACE:

**Designation:** 

**SELLER'S ACCEPTANCE:** 

**SIGNATURE** 

**NAME** 

DATE: **DESIGNATION:** 

**SEAL** 

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<u> </u>	Code / Description	HSN/SAC Code	Quantity	Mon	Unit Price		Discount	Total	CGS	CGST [INR]	SG	SGST [INR]	IGST [INR]	[INR]	Line Total
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	161 3500002 / Pipe, 8 inch, CL-150, Schedule-40, CS, Std-16-3589 Gr.410, BE, ERW, (For Fire Water Network / piping) Size - 8.0 Inch, 150#, Thk/Sch - 6.0 mm, Material - IS-3589 Gr.410, BE, EPW, (For from water)	73.04.11	120.00	MTR	3500.00	420000.00	00.0	420000.00	00.6	37800.00	% 00.06	37800.00	0.00	0.00	495600.00
2	Live (ru) ine water network / piping) 1832190444 / Gate Valve, 4in, CL-150, MOC- CS, Flanged End	, 84.81.80	10.00	ON	10400.00	104000.00 0.00	00'(	104000.00	9.00	9360.00	9.00	9360.00	0.00	0.00	122720.00
m	1802033000 / 8" (200mm), Gate valve, Rising Spindle, IS-14846, PN 1.6, Flanged End, MOC - 8" (200mm), Gate valve, Rising Spindle, IS-14846, PN 1.6, Flanged End, MOC - Cast Steel (A 216 Gr WCB)	84.81.8030	6.00	O <sub>N</sub>	37500.00	225000.00 0.00	000	225000.00	00.6	20250.00	00.6	20250.00	0.00	0.00	265500.00
4	1702650003 / Flange, 4 inch, WN, CL-150, MOC-CS, RF smooth, Sch 40, Flow Through, ASTMA105, ANSI B-16.5,	73.07.2100	4.00	ON	1000.00	4000.00 0.00	00:	4000.00	9.00	360.00	0.00	360.00	0.00	0.00	4720.00
æ	6806261501 / Water Monitor, Fixed Type, 1750 LPM, CL-150 Psi, 4 Inch Inlet Line, With Adopter/Coupling,	90.26.1010	4.00	ON	3000.00	12000.00 0.00	00:	12000.00	00.6	1080.00	9.00	1080.00	0.00	0.00	14160.00
ω	6806050019 / Double Headed Hydrant Valve Complete including Post , CL-150 Psi, 4 Inch Inlet Line	84.81.80	4.00	OX	12000.00	48000.00	00	48000.00	00:6	4320.00	9.00 RUL Anjanwet & P Dept	4320.00 4320.00	0.00	00.00	56640.00

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ode / Description	Freight [INR] Other Charges [INR] Packing and Forwarding Exp. [INR]	Total Amount [INR]	Important Note:  Remarks: PROCUREMENT OF DOUBLE HYDRANTS, WATE	Amount In Words: (INR) Nine lakhs Fifty-Nine Thousand Th	