

(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.nic.in

Supply order

Ref no: 11100113718143

date: 24.11.2018

To
M/s DIGITAL WEIGHING SYSTEMS (P),
P1 B&C P2 INDUSTRIAL AREA,
TIFRA, BILASPUR(C.G.) 495223
Email - dwsbsp@yahoo.com
Mob - 7828399908
Fax - 7752252484

By regd post with A/D

Vendor Code:

Vendor Category : MSE

Sub: Supply and installation and commissioning of RDSO compliant 140T pit less electronic In motion rail weighbridge with CAMC for 2 years.

Ref:-

1. This office Tender no. hq-pur-kdp-e-023-2018-19 opened on 11.07.2018
Tender ID - 2018_WCL_106005_1
2. Your Offer dated 09.07.2018 vide Bid ID - 313845 and subsequent correspondences in e-procurement portal

Dear Sir,

With reference to above, we are pleased to place supply order on you for supply of RDSO compliant 140T pit less electronic In motion rail weighbridge, at prices, terms, conditions as under & general terms and conditions enclosed:

SCOPE OF SUPPLY & PRICES:-

- ▲ RDSO compliant pit less electronic In motion rail weighbridge, capacity - 140 MT
- ▲ Ordered quantity - 1 set
- ▲ MAKE: DIGITAL; Model - MW2100
- ▲ Detailed scope & specifications in Annexure-Ib & Individual price breakup with applicable GST in Annexure Ia.

Sl No.	Description	Price per set (Rs)
1	Item 1 - Total basic value per set for supply and installation and commissioning of RDSO compliant 140T pit less electronic In motion rail weighbridge with all accessories including all civil works & CAMC for 2 years after completion of guarantee / warranty period as detailed in Annexure Ia (price breakup) & Ib (Technical specifications) Item code - <u>17521990222</u> [HSN code - 84239010]	22,42,100.00
2	Freight charges per set	20,000.00

WCL / hddk
24/11/18

24/11/18

3	Total GST per set @ 18% per set (Note - GST @ 18% shall apply on all individual sub items also) – Refer annexure 1a	4,07,178.00
4	Total value per set inclusive of GST	26,69,278.00
5	Input tax credit on GST	4,07,178.00
6	Total value per set after input tax credit on GST	22,62,100.00

In words – Twenty six lakhs sixty nine thousand two hundred and seventy eight only.

Terms & Conditions :

Clause No.1:- PRICE: Prices are firm and on F.O.R. Destination basis and are inclusive of packing & forwarding & Insurance charges. However freight shall be paid extra subject to a maximum of Rs.20,000/- per set against documentary evidence. Safe arrival of consignment till consignee stores shall be your responsibility.

Clause No.2: CAMC Charges for two years after completion of guarantee / warranty period shall be payable as per rates indicated in Annexure Ia. Respective areas / area nodal officers shall ensure that the intimation for commencement of CAMC period shall be given to the firm atleast one month prior to expiry of the guarantee / warranty period after ensuring revenue budget for the same at their end. Detailed terms & conditions of CAMC are enclosed in Annexure X

Detailed price breakup, technical specification & terms and conditions for CAMC as per Annexure – ' Ia, Ib & X '

Clause No. 3 : GST : Shall be payable extra as applicable on the date of supply and execution within the stipulated delivery period of contract. The current applicable rate of GST is 18% for all items indicated in Annexure Ia i.e. entire set including all civil works for construction of weigh cabin, erecting and commissioning & CAMC charges for 2 years. HSN code applicable is 84239010. Your GST compliant invoice shall clearly indicate the 8 digit HSN code. WCL shall avail input tax credit against GST. 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 - 22AAACD5968P1Z7

Clause No. 4: Delivery :

Weighbridges shall be supplied, installed, stamped, commissioned and handed over after trial run within two months from the date of handover of the site. The site shall be handed over after obtaining clearance from railways.

Clause No.5 :PROJECT ALLOCATION & CONSIGNEE:

Description	Consignee Details	Allocation	Quantity
140 MT RDSO compliant pit less In motion rail weighbridge complete with accessories	The Depot Officer, Regional Stores, WCL Nagpur Area Western Coalfields Limited,	Saoner siding	01 set

GST Details of WCL:

For areas in Maharastra - 27AAACW1578L1ZW

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

[Handwritten signature]
Kaly

[Handwritten signature]
24/11/18

Clause No.7: TERMS OF PAYMENT:-

- Payment for 80% of the Invoice value excluding installation and commissioning charges shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Security deposit & Performance Bank Guarantee.
- Payment for balance 20% of the Invoice value and 100% installation & commissioning charges shall be made within 21 days after successful commissioning of the equipment at the allocated locations after submission of satisfactory installation commissioning certificate issued by the end users.

Bank Details of the firm:

Name of the Bank and Branch	SBI MAIN BRANCH
Address of the Branch of the Bank	OLD HIGH COURT ROAD BILASPUR (C.G.) 495001
Account Number	10826236999
Nature of Account	CC ACCOUNT
IFS Code of the Branch	SBIN0000336

Clause No.8: SUBMISSION OF BILLS:-

- a) Pre-receipted and stamped GST compliant invoice for 80% value of each material with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:
1. Packing list in original giving details of Bill of materials.
 2. Consignment note in original/RR/PWB in original.
 3. Manufacturer's test certificate as per technical specifications.
 4. Warranty/Guarantee certificate.
 5. Delivery challan in original.
 6. Buyer's copy of invoice in Original signed by authorised signatory
 7. SD / Performance Bank Guarantee copy
 9. Any other documents required as per technical specifications & enclosed annexure.
- b) GST compliant Bill for balance 20% shall be submitted to the consignee after successful commissioning of the weigh bridge. Consignee shall forward the same to paying authority along with commissioning certificate.

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

Clause No.9: INSPECTION:-

Final Inspection shall be carried out by the consignee at destination / stores.

Clause no. 10: GUARANTEE/WARRANTY:- You shall give composite guarantee / warrantee of satisfactory performance of the complete equipment (along with accessories) 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. A certificate to this effect shall be submitted by you.

Clause No. 11 Performance Bank Guarantee :

You shall have to furnish PBG for a total amount of Rs.2,66,927.00 for 1 set, valid for 42 months to cover the Guarantee / Warranty period and CAMC period i.e. 10 % of the total order value of the complete equipment (along with accessories), civil works, weigh cabin, erection and commissioning charges, & CAMC charges arrived at by adding all the taxes and duties applicable, to the FOR Destination price. No payment will be made without submission of the performance bank guarantee. The same shall be as per format provided along with the supply order.

Clause No. 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

[Handwritten signature]
Ked

[Handwritten signature]
29/11/18

percent) value of the awarded contract (landed value) without having any ceiling i.e. for Rs.2,66,927.00 for 1 set, 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.

- 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, 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.


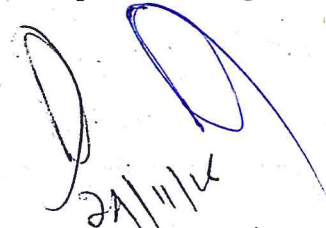
General Manager (MM) I/c
Materials Management Wing
Western coalfields ltd HQ
Coal Estate, Civil lines
Nagpur – 440001
Maharashtra

- 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.
- Security deposit may be converted to PBG as per NIT Provisions

Clause No. 13: 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 :-

- 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 to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of GM(MM)-HOD.
- 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

Handwritten signatures and dates:


 21/11/18

- 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.

Clause No. 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 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.


Clause No.15: PACKING:- Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

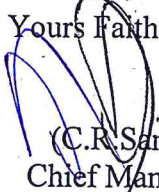
Clause No.16: LOCATION OF DESPATCH: DIGITAL WEIGHING SYSTEMS (P) , P1 B&C P2 INDUSTRIAL AREA , TIFRA, BILASPUR(C.G.) 495223

Clause No.17: Price Certificate: - As undertaken by you, in your offer, a Price Certificate shall be submitted by you along with consignment 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 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."*

This order shall be governed by enclosed General terms and conditions of supply 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.Kukdeep)
Deputy Manager(MM)

Yours Faithfully,

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

Encl:-

1. Individual price breakup with applicable rates of GST – Annexure Ia
2. Detailed Scope & Specifications. Annexure - 'Ib' including Annexure BB
3. Terms & conditions for CAMC – Annexure X,
4. General Terms and Conditions of the supply order Annexure - 'II' .
5. Format for SD/PBG – Annexure E
6. Technical brochures – 17 pages

Indent & Budget Ref :

Capital BC No: FA/WCL/CAP/BC/CHP-P&M/247 dt.04.10.2018 for Rs.22,14,978.00 only.

Advanced revenue BC towards CAMC: AFM/CGM-NGP/BC/REV/18-19/P-18/09 dated 02.11.2018

CC:

GM/SO(E&M)/Area nodal officer for Weigh Bridges /SO(MM)/ Depot Officer – Nagpur (Area is required to expeditiously communicate to the firm about site readiness & handover immediately.)


GM(QC) ,WCL,HQ,.Nagpur – With request to advise the area to communicate to the firm about site readiness immediately.

GM(Fin)I/c — Concurrence ref . No. 113/2018-19 dated 26.09.2018 of Sr.Mnager(Fin) and approved by GM(MM)I/c dated 22.11.2018

CM(E&M) Plg, CM(MM)Stores, WCL,HQ,.Nagpur

Manager(Fin.)CP,WCL,HQ,Nagpur.

CGM(MM)/ GM(MM), SECL/MCL/NCL/CCL/BCCL/ECL/CIL


(P.Kuldeep)
Deputy Manager(MM)


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