



(Under jurisdiction of Nagpur court only)
WESTERN COALFIELDS LIMITED

(A subsidiary of Coal India Limited & A Government of India Enterprise)
 CIN No. U10100MH1975GOI018626

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

Ph. PBX : 0712 - 2511381,
 2511227 EXT 5529 or 5824
 Fax : 0712 - 2510284
 Website : westerncoal.gov.in

Formal Supply Order No: 11100114118014

Dtd:- 21.05.2018

By Registered Post

To,
 M/s Gurunanak Engg Works
 Khanna Road,
 Samrala Dist Ludhiana
 Punjab-141114

Vendor Type:- MSE
 Vendor Code:- 123008
 Mob:- 987259098
 Email:-info@gneindia.com

Dear Sir,

Sub:- Supply of Diesel Bowsers.**Ref:-** 1. Our e-tender no. WCL/hq-pur-asn-e078-2017-18 opened on 16.11.2017 (Tender Id No: 2017_WCL_81546_1) for supply of Diesel Bowsers.

2. Your online offer no. GNE/WCL/171106/1 dtd. 06.11.2017 (Bid Id No. 241383) & Subsequent correspondences on portal.

3. Your Price justification letter no. GNE/WCL/180308/1 dtd. 08.03.2018.

4. Your letter no. GNE/WCL/180509/1 dtd. 09.05.2018.

With reference to the above, we are pleased to place formal order on you for supply of Diesel Bowsers as per the specification, rates, terms and conditions as stipulated below :-

Sl. No.	Description	UOM	Quantity	Basic Price (Rs./Unit)	Extended Value (Rs.)
1	9 KL capacity Diesel Bowser : A fresh fabricated diesel bowser complete in all respect and as per technical parameters, mounted on a new Truck Cab. BS IV Chassis of suitable capacity Make/ Model of Chassis:- Eicher/5016	Nos	1	20,82,500.00	20,82,500.00
2	6 KL capacity Diesel Bowser : A fresh fabricated diesel bowser complete in all respect and as per technical parameters , mounted on a new Truck Cab. BS IV Chassis of suitable capacity Make/ Model of Chassis:- Eicher/Pro 1095	Nos	1	19,55,000.00	19,55,000.00
Total Extended					40,37,500.00
Add : GST@28%					11,30,500.00
Total Landed before ITC					51,68,000.00
Scope of supply, detailed Technical Specifications and other technical terms and conditions/requirement as per Annexure-A Enclosed					

Total Value (in words):- Rupees Fifty One Lakhs Sixty Eight Thousand Only

SALIENT TERMS AND CONDITIONS:

1. Prices : The basic prices shall be Firm & on F.O.R. Destination basis inclusive of Packing & Forwarding, Freight & Insurance charges.

Safe arrival of consignment at destination stores shall be your responsibility.

2. GST:- Shall be payable extra as applicable as per prevailing rules against invoice raised as per GST laws. The present applicable rate of GST is @ 28%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall comply GST rule & upload the tax invoices/debit note/Credit note in GST portal, make payment of GST & file necessary returns under GST in time, to facilitate WCL to avail Input Tax Credit (ITC) as per eligibility criteria under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL shall be recovered from you.

3. Payment Terms :- 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days.

Balance 20% payment shall be made after obtaining documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable from supplier & after obtaining Registration, Road tax and Goods Carriage Certificate from RTO.

Copy of commissioning certificate to this extent should be duly signed by SO(E&M)/Project Officer of respective Area/Mine.

Details of Bank account for EFT as provided by you in your offer are indicated below:

Bank Details:-

Name of the Bank and Branch	BANK OF BARODA
Address of the Branch of the Bank	SAMRALA DIST. LUDHIANA
Account Number	12030200007031
Nature of Account (Cash, Credit , Current, Saving)	CURRENT
IFS Code of the Branch	BARB0SAMRAL

4. Delivery :- The delivery shall be completed within 6 (Six) months which shall be reckoned from 7th day of the order date.

5. Consignee& Allocation:

Area/Project	Item	Quantity	Consignee:-
Nagpur/ Project	Kamptee 9 KL Diesel Bowser	1 No	The Depot Officer, Regional Stores, WCL, PO: Silewara Colliery Dist., Nagpur (M.S.) Pin:441 109 Nagpur Area
Ballarpur/Gouri OC	Deep 6 KL Diesel Bowser	1 No	The Depot Officer, Regional Stores, WCL, PO : Sasti Distt:-Chandrapur (M.S) Pin: - 442 701, Ballarpur Area

6. Guarantee/Warranty: You shall guarantee for satisfactory performance of the complete equipment for a period of 1 year from the date of commissioning or 18 months from the date of acceptance, whichever is earlier. A certificate to this effect shall be submitted by you along with the supply.

7. Security Deposit:-You will have to furnish the security deposit amount to this office 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) i.e. for Rs. 5,16,800 (Rupees Five Lakhs Sixteen Thousand Eight Hundred Only) within 15 days time from the date of supply order. In case you fail to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and performance of the firm shall 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. The security deposit may be converted into PBG as per NIT Provision. Format of Bank Guarantee for SD/PBG is enclosed as per Annexure-C

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 as per details given in Clause no. 11 i.e. PBG Clause

8. Inspection :- Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

9. Submission of Bills :

A) For claiming 80% Payment

Following documents are to be submitted by you along with original bills as per terms of the supply order to the consignee.

- i. Pre-receipted and stamped Invoice
- ii. Packing list in original list giving details of bill of materials, if applicable.
- iii. Consignment note / RR/ LR in original.
- iv. GST Compliant Invoices
- v. E-way bill as per GST rule
- vi. Warranty / Guarantee certificate, if applicable.
- vii. Manufacturer's test certificate, if applicable.
- viii. Any other documents indicated elsewhere in the order.

The consignee shall forward the bills to the paying authority duly accepted along with SRV well within time so that payment is released within stipulated period as per contract.

B) For claiming Balance 20% Payment

1. Pre- receipted and stamped invoice for balance 20%
2. Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable & after obtaining Registration, Road tax and Goods Carriage Certificate from RTO from the respective Area/ SO(E&M), WCL Hqrs

10. Paying Authority:- General Manager (Fin)I/c, WCL Hqrs, Nagpur (MS) -440001

11. Performance Bank Guarantee (PBG):You will have to submit performance bank guarantee for 10% of the order value (landed cost) i.e. for Rs. 5,16,800 (Rupees Five Lakhs Sixteen Thousand Eight Hundred Only) to this office valid for a period of 18 months from the date of receipt and acceptance of materials to cover the guarantee period as per format enclosed at Annexure-C and the same shall be released on receipt of satisfactory performance throughout the guarantee period.

The Bank Guarantee shall be released after successful completion of the Guarantee/Warranty period after obtaining confirmation from GM(E&M)HOD. The PBG may be submitted immediately after dispatch of materials. No Payment shall be made without submission of confirmed PBG.

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 Account No:	005905018053
Customer ID of Beneficiary	556096497
Bank A/c No: / Cust ID of beneficiary	Customer ID: 556096497 Bank A/c no: 005905018053 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
BG Advising Message- 760COV/767COV via SFMS	
Field Number	Particulars
7035	ICIC0000059
7037	WCL556096497

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.

12. 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, WCL 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 WCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

13. Force Majeure Clause:- If the execution of contract / supply order is delayed beyond the stipulated period 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 in the circumstances of the case and its decision shall be final. If and when additional time is granted by the Western Coalfields Limited, the contract/ supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

You will advise, in the event of 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.

For delays arising out of Force Majeure, supplier will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither WCL nor the supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

14. Price CERTIFICATE:- You shall certify on the body of bills/invoices that

"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."

15. Manufacturing certificate : As the order is being placed on the basis of consideration that you are manufacturer of the ordered stores, you will have to provide a certificate to the following effect on the body of each bill :-

"Certified that the items supplied included in this bill/invoice are of own make have been actually manufactured in our works situated at. (address of the factory)."

Unless otherwise specified above, this Supply order shall also be governed by our General Terms and Conditions-Annex "B" enclosed herewith.

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

Ashish S. Nagarkar
21/05/2018
(Ashish S. Nagarkar)
Dy. Manager (MM)

Your faithfully,
KSR Divakar
(KSR Divakar)
Chief Manager (MM)

Encl.:

- I. Detailed technical specification:- Annex- "A"
- II. General Terms and conditions-Annex "B"
- III. Format of Bank Guarantee for SD/PBG- Annex "C"

Copy to:-

1. Area GM/Depot Officer/SO(MM)/SO(E&M)- Nagpur/ Ballarpur Area
2. GM(E&M)HOD; GM(P&P)HOD, WCL (HQ) Nagpur
3. GM(Fin)I/c -I/ GM(Fin)I/c -II, WCL (HQ) Nagpur
4. Sr. Manager(MM)Admin, WCL (HQ), Nagpur
5. GM(MM)HOD, NCL/SECL/MCL/NECL/BCCL/CCL/ECL

Indent & Budget Details:-

Sl No.	Item Description	AREA	Indent Ref	Quantity (Nos)	Against PR/SOR
1	9 KL Diesel Bowser	Kamptee & Inder OC (Nagpur area)	3600799 dtd. 08.12.2016	1	PR
2	6 KL Diesel Bowser	Gouri deep OC/ Ballarpur Area	3600360 dtd. 03.11.2016	1	PR

Budget Ref:- FA/WCL/CAP/BC/OPM/02 dtd. 16.04.2018 for Rs. 51,68,000.00 /-

Ashish S. Nagarkar
21/05/2018
Dy. Manager (MM)

KSR Divakar
21/5/18
Chief Manager (MM)

Detailed Technical Specifications

Annexure A (Total 2 Pages:- Page 7 to Page 8)

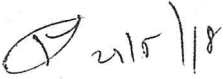
NIT ITEM NO. 1	
9 KL capacity Diesel Bowser : A fresh fabricated diesel bowser complete in all respect and as per technical parameters ,mounted on a new Truck Cab. BS IV Chassis of suitable capacity made of EICHER Make Model:- 5016	Quantity :1 No.
	Min. capacity of Diesel tank (Diesel Bowser):- 9 KL
	c) Entire diesel tank should have 3 number of compartment(s)
	d) Min. discharge capacity of Diesel pump should be regulated through discharge gun of 1" (one inch) outlet dia.:- 60 LPM
	e) G.V.W of Truck cab-chassis (cabin shall be built by the chassis manufacturers of Eicher Make). :- 16000 Kgs
NIT ITEM NO. 2	
6 KL capacity Diesel Bowser : A fresh fabricated diesel bowser complete in all respect and as per technical parameters ,mounted on a new Truck Cab. BS IV Chassis of suitable capacity made of EICHER Make Model:-Pro1095	Quantity :1 No.
	Min. capacity of Diesel tank (Diesel Bowser): 6 KL
	Entire diesel tank should have 2 number of compartment(s)
	d) Min. discharge capacity of Diesel pump should be regulated through discharge gun of 1" (one inch) outlet dia. :- 60 LPM
	e) G.V.W of Truck cab-chassis (cabin shall be built by the chassis manufacturers of Eicher Make). :- 9000 Kgs

COMMON TERMS & CONDITIONS

DUTY CONDITION/TERRAIN
The diesel bowser required for carrying diesel from surface to coal face, inside the coal mines.
All terrain, specially for the off highway application, metallic and kuccha roads.
STANDARD/ APPROVAL
The vehicle in all respect shall conform to Central Motor Vehicles Rules 1989 including Central Motor Vehicles (Amendment) Rules, 2010 for mass emission standard latest update with BSIV Engine
Petroleum rules for design and construction of tank vehicles for transporting petroleum bulk should be complied.
Approval of drawing and dimension with specification of the proposed bowser body from Chief Controller of Explosive (CCOE), PESO and getting the newly fabricated bowser inspected and passed from PESO (Petroleum and Explosives Safety Organisation) will be responsibility of the supplier solely.
SCOPE OF SUPPLY
To manufacture/fabricate and supply specified diesel bowser, the scope of work includes procurement of truck-cab-chassis of suitable capacity, fabrication of bowser unit and mounting on the truck chassis with necessary pumps, digital metering and diesel dispensing arrangement; supply and fitments of safety items, one spare wheel with tyre - tube, adequate size jack, tool kits supply against chassis along with special tool, if any, required for operation & maintenance of bowser and obtaining necessary safety and other clearances/approval from Govt. and other regulatory bodies as well as RTO passing.
TECHNICAL PARAMETERS
Cab Chassis:- a) 'New PTO gear pump and metering unit of adequate ratings should be provided at suitable location
b) 'Cabin -Safe, spacious, standard driver cab suitable for driver seat (adjustable) and co-driver seat.The cabin shall have all standard accessories and fitments and treated with anti rust protection.
Diesel Tank Accessories:- a)The surface of all iron and steel plates, sheets should be properly cleaned and after phosphating and anti corrosive zinc chromate red oxide paint, fabrication will be taken up.

b) Diesel tank shall be fabricated from min. 3.15 mm sheet and elliptically machine rolled. The tank will be 100% electrically welded both inside and outside. The baffle plate should be made of (min.) 3.15 mm M.S. Plate in case of compartments.
c) The tank should be mounted on the chassis by mean of fabricated M.S. Saddles from 12 mm thick M.S. Plate. The base plate should be from 25 mm M.S. Plate with hard rubber packing sandwiched in between base plate and fastened with chassis with 16 mm U-bolts and nyloc nuts.
d) The compartment(s) shall be fitted with discharging faucet ending in a common manifold. Each discharge line shall be fitted with heavy duty tested quality 2" capacity FM gate valve with opening and closing supply of manifold.
e) The compartment(s) shall be provided with heavy duty shut off valve with the tank, as per recommendation of CCOE, PESO, Nagpur
f) The opening lever of the valves shall be housed in a control box at the rear part of the tanker with locking arrangement.
g) Top filling pipe shall be drawn near to the bottom of the tank with spill proof device complete with leak proof connector with filling hose, and provided with suitable cap with chain.
h) Internal bulk heads shall be sufficiently stiffened to take care of surge pressure.
i) Each compartment should be provided with dip stick duly calibrated.
j) Filters with air eliminator should be provided for correct meter reading.
k) Provision of hose winding device shall be made as required for drawing and winding hose of 1" dia.
l) One hose reel of 15 mtrs long of 1" (one inch) dia fitted with the winding device and one additional hose reel should also be provided.
m) Approach ladder and cat walk shall be provided for easy access to top of the tanker. Detachable covered manholes will be provided in each compartment.
n) The tank after complete fabrication shall be properly cleaned and treated with two coats of zinc chromate red oxide primer and finished with two coats of synthetic enamel paint.
o) Emblem of Coal India Ltd/Western Coalfields Limited shall be embossed/written on body of the tank.
SAFETY REQUIREMENT :
First Aid Box complete – 1 No.
Portable Fire Extinguisher foam type/Dry chemical type suitable for fire fighting petroleum products and approved by Inspector of Explosives – 2 Nos.
Inspection lamp having 15 mtrs cable with power tapping facility from driver cabin – 1 No.
Emergency shut off valve
Exhaust silencer at approved location with approved spark arrestor/flame trap.
Fire resistance screen shall be provided between driver cabin and diesel tank.
Equipment should be fitted with reverse audio-visual-alarm.
DOCUMENTS TO BE SUBMITTED WITH THE SUPPLIES :
a-Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable shall be the responsibility of the supplier/fabricator before supply of the Diesel Bowsers. The supplier will assist in obtaining Registration, Road tax and Goods Carriage Certificate from RTO. However, The Registration charges, Road Tax and other RTO charges shall be borne by WCL
b-Approved drawing of diesel bowser from Chief Controller of Explosive (CCOE), PESO.
c-Inspection and passing report from PESO for newly fabricated bowser.
d-Applicable test certificate(s).
e-Operation and maintenance manual – 1 set.


Dy. Manager (MM)


Chief Manager (MM)