

M/F

WCL S.O. No. 11100119018009 dt. 15.05.2018 placed on M/s. Powergun systems pvt ltd

(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: 11100119018009

date : 15.05.2018

To
Powergun systems pvt ltd
1/A, Raju industrial estate,
Penkar pada, near dahisar checknaka,
Miraroad (east),
Thane - 401104
Email - sales3@powergunups.com
Mob - 9323170737
Fax - 022-28484705

By regd post with A/D
vendor code:
vendor category: MSE

Sub: Supply installation and commissioning of UPS

Ref:-

1. This office Tender no. hq-pur-kdp-e-124-2017-18 opened on 17.02.2018
(Tender ID - 2018_WCL_92744_1)
2. Your Offer dated 21.06.2017 vide Bid ID - 271116 and subsequent confirmatory documents on portal

Dear Sir,

With reference to above, we are pleased to place supply order on you for supply installation and commissioning of UPS as per scope & at prices, terms & conditions indicated below & general terms and conditions:

SCOPE OF SUPPLY & PRICES:-

Detailed scope & specifications shall be as per Annexure-I.

Sl no:	Item Description	Qty. in No:s	Basic Rate Rs	Extended Basic Value in Rs
1	Supply installation and commissioning of UPS, 600VA rating Line interactive type as per detailed technical specification enclosed as Annexure-I Model - Powergun PL Guard HSN code - 85043100	186	1400.00	2,60,400.00
	Add GST @ 18%			46,872.00
	Total landed value before input tax credit			3,07,272.00
	input tax credit against GST			46,872.00
	Total landed value after input tax credit			2,60,400.00

Handwritten signatures and dates:
15/5/18
15/5/18

Total order value inclusive of all taxes in words – Three lakh seven thousand two hundred and seventy two only.

Terms & Conditions :

Clause No.1:- PRICE :- The above prices are firm and on_F.O.R. Destination basis inclusive of freight, packing & forwarding & Insurance charges. Safe arrival of consignment at consignee stores shall be your responsibility.

Clause No.2 : GST : Shall be payable extra as applicable on the date of supply within the stipulated delivery period. The current/offered applicable rate of GST is 18%. You shall submit GST compliant invoice as per GST rules, indicating all the GST details as required as per GST rules indicating the 8 digit HSN code, components of CGST/SGST/IGST (as applicable) etc which shall enable WCL to avail Input Tax Credit set off as per GST rules. Input Tax Credit set off against GST shall be availed by the Paying Authority as per GST rules.

Your GST details as per your confirmation in offer is 27AAACP9728K1ZX

GST details of WCL:

Maharastra - 27AAACW1578L1ZW

MP - 23AAACW1578L1Z4

Clause No.3: Delivery : Supply of total ordered quantity shall be completed within 4(four) weeks. The delivery period shall be reckoned from the 7th day of the order date.

Clause No.4: CONSIGNEE: GM(Systems), WCL HQ, Civil Lines, Nagpur – 440 001

Clause No.5: PAYING AUTHORITY:- General Manager (Fin), WCL, HQ,
Coal Estate, Civil Lines,
Nagpur – 440 001

Clause No.6: TERMS OF PAYMENT:-

- Payment for 80% of the Invoice value (landed value of the equipment including taxes and duties and excluding installation charges if any) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores or from the date of receipt of suppliers bills, whichever is later.
- Payment for balance 20% of the Invoice value (landed value of the equipment including taxes and duties) and 100% installation charges if any shall be made within 21 days after successful installation & commissioning of the equipment at the allocated locations after submission of satisfactory installation commissioning certificate issued by the end users.
- Payment shall be made only on submission of confirmed security deposit & performance Bank Guarantee and acceptance of same by WCL.

Your bank details as confirmed in your offer for EFT:

Name of the Bank and Branch	ICICI Bank, Andheri(W)
Address of the Branch of the Bank	SAGAR AVENUE, S.V.ROAD, ANDHERI (W),
Account Number	1105002329
Nature of Account	Current
IFS Code of the Branch	ICIC0000011

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15/5/18
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Clause No.7: SUBMISSION OF BILLS:-

Pre-receipted and stamped GST compliant invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. GST compliant invoice as per GST act.
2. Packing list in original giving details of Bill of materials.
3. Consignment note in original/RR/PWB in original.
4. 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.
5. Manufacturer's test certificate as per technical specifications.
6. Warranty/Guarantee certificate.
7. Delivery challan in original.
8. Buyer's copy of invoice in Original signed by authorised signatory
7. SD / Performance Bank Guarantee copy
8. Successful installation and commissioning certificate issued by GM(Systems).
9. Any other documents required as per technical specifications & enclosed annexure and as 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) I/c WCL, HQ. Nagpur-440,001.

Clause No.8: INSPECTION:-

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

Clause no. 9: 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 along with the supply.

Clause No. 10 : Security Deposit:- You shall have to furnish the security deposit for a total amount of Rs. 30,728.00 (Rs.Thirty thousand seven hundred and twenty eight) 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 within 15 days time from the date of supply order. The same shall be as per format provided along with the supply order with a minimum validity of 6 months.

Security Money may be converted into performance bank guarantee (PBG). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order and in the form of BG. The validity of such BG should be as per requirement in PBG clause 11.

The BG issuance shall be as per procedure indicated in clause 11.

Clause No. 11 Performance Bank Guarantee :

You shall have to furnish PBG for a total amount of Rs. 30,728.00 (Rs. Thirty thousand seven hundred and twenty eight) valid for (20 months) to cover the Guarantee / Warranty period i.e. for 10 % of the order value of the equipment along with accessories arrived at by adding all the taxes and duties

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applicable to the FOR Destination price of the materials on order as applicable. No payment will be made without submission of the performance bank guarantee. The PBG shall be as per format provided along with this supply order.

- The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department or suitably extended as per requirement.
- 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	Customer ID: 556096497 Bankn 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

- 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.

Clause No. 12: 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 :-

- a) 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.

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

Clause No.15: LOCATION OF DESPATCH : 1/a, Raju industrial estate, Penkar pada, near dahisar checknaka, miraroad (east), Thane-401104

Clause No.16: Price Certificate: - As undertaken by you 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.

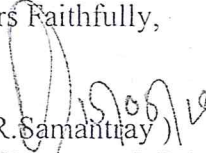
Please acknowledge receipt of the order within 15 days from the date of receipt of this order and return the duplicate copy of the order duly signed and stamped with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the order for execution as per terms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





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(P.Kuldeep)
Deputy Manager(MM)

Yours Faithfully,

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

Encl:-

1. Detailed Scope & Specifications Annexure - 'I'
2. Technical brochures of the Product (2 pages)
3. General Terms and Conditions of the supply order Annexure - 'II'.
4. Format for SD/PBG – Annexure E

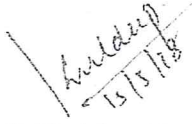
Indent & Budget Ref :

sl no:	Item / details / quantity	Qty	value (Rs)	Area	Indent ref	Approval
1	UPS 600VA	186 no:s	3.71 lakhs	WCL HQ	Dated 14-09.2017	Dir(Fin)

Capital BC No. FA/WCL/CAP/BC/F&F /19 dt.04.05.2018 for Rs.3,07,272.00 only.


Copy to:-

GM(Systems) WCL HQ , GM(E&M)-HOD, Nagpur.
GM(Fin)I/c — Concurrence ref . No. 3704364 dated 19.04.2018 of AF(MM) and approved by GM(MM)I/c dated 19.04.2018
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)

TECHNICAL SPECIFICATION OF UPS	
OUTPUT	
Output Power Capacity	600 VA (minimum)
Topology	Line Interactive
Technology	PWM using MOSFET /IGBT
AC Output Socket	Three (3) or more with at least two (2) with Battery Backup
MAINS MODE	
AC Input Voltage Mains	160 V to 280 V AC
AC Input Frequency	50 Hz \pm 3 Hz
AC Output Voltage	230 V \pm 10% (with AVR)
AC Output Frequency	Sync to Mains
INVERTER Mode	
Voltage	230 V \pm 10 %
Frequency	50 Hz \pm 1.0 Hz
Power Factor	0.6 (lag) or more
Inverter efficiency	65% or more on full rated capacity
BATTERY BANK	
Battery	Sealed Maintenance Free battery
Battery Rating	7.2 AH , 12V
Backup	10 minutes or more on full Load
Location	Internal (Inside the Box)
OTHERS	
Protection	Short-circuit Protection, Overload Protection, DC Under Voltage Protection, Surges, Spike Protection
Alarm	Battery Mode, Low Battery, Overload, Fault, etc
Warranty	1 year on site for UPS including Battery
Service Center	Service support center at Nagpur as agreed by you


(P.Kuldeep)
Deputy Manager(MM)


(C.R.Samantray)
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)

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)

* * * * *

Kuldeep

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15/05/18

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 :
 3. Specification
 4. Drawing
 5. Sealed pattern denoting a pattern sealed and signed by the inspector
 6. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 7. 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.
 8. Proprietary make denoting the product of an individual manufacturer
 9. 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
 - ii. Where so provided the interim consignee at his premises or
 - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
4. The consignee at the destination station in case of contracts stipulated for delivery stores at

