



(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 5859/5825/5538
 Fax : 0712 - 2510284
 Website : westerncoal.gov.in

Formal Supply Order No:11100120819136

Dtd : 10.10.2019

By REGISTERED POST

To,
Electroteknica Engineering Pvt. Ltd
 1/5B, Raja Basanta Roy Road
 Kolkata - 700026

MSE

Mob:- 9823114365
 E.Mail-electroteknica@yahoo.com

Dear Sir,

Sub:- Supply of UNITIZED SUB-STATION, 1000KVA, 3.3KV / 440V

Ref:- 1. Our e-tender no. WCL-hq-pur-asn-e078-2018-19 (Tender Id- 2018_WCL_121955_1)
 opened on 26.12.2018 for supply of UNITIZED SUB-STATION

2. Your offer/Bid Id no. 362712 Dtd 24.12.2018 & Subsequent clarifications.
3. Your Letter No:-EEPL/WCL/2019/376 dated:-05.10.2019

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

Item No	Item Description	Quantity (Set)	Unit Basic	Extended Value
1	Unitized Sub-Station, 1000KVA, 3.3KV / 440V Make:Electroteknica,Model:1000USS, Technical Details as per Annexure-A	2	1150000.00	2300000.00
			Total	2300000.00
			Add Freight @ Rs.34500.00/-per set for 2 set	69000.00
			Total	2369000.00
			Add 18% GST	426420.00
			Total	2795420.00
			Pre-Dispatch Inspection Charges@ 1%	27954.20
			Total Value of the proposal	2823374.20

Total Value (in words):- Rupees Twenty Eight Lakhs Twenty Three Thousand and Three hundred Seventy Four and paise twenty Only

COMMERCIAL TERMS AND CONDITIONS:

1. **Prices** : Prices shall remain firm till the execution of the order and on F.O.R. Destination basis inclusive of Packing&Forwarding and Insurance.Freight Charges are to be paid extra@Rs.34500.00 for each set.The safe arrival of the consignment upto the destination stores shall be the responsibility of the supplier.
2. **GST** : GST shall be payable extra as per prevailing rules against invoice raised as per GST laws. Tax invoices be submitted as per provision of GST Act 2017. Paying authority /consignee shall avail Input Tax Credit for the goods/services. Present rate of applicable GST is 18% for supplies.

You 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. You 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 your's to comply the above provisions, the entire amount including Interest (If any) borne by WCL shall be recovered from you.

3. **Delivery** : Supply to be completed within 6 months from the date of placement of order.. The delivery schedule shall be reckoned from 7th day of the order date..

4. **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 successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Area GM/HOD(Tech) of WCL HQ to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 120 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released

Details of Bank account for EFT are as under as per confirmation given in your offer:

Bank Details:-

Name of the Bank and Branch.	State Bank of India.SME Ballygunge Branch,50A, Gariahat Road. 5th Floor, Kolkata - 700019
Account Number	32931483617
Nature of Account	Cash Credit
IFS Code of the Branch	SBIN0004140

5. **Consignee:**

Depot Officer,WCL
Silewara Regional Stores,
Nagpur Area, P.O. Silewara Colliery, Dt. Nagpur (Maharashtra)
GST No. (Provisional ID) for WCL Maharashtra Areas:- 27AAACW1578L1ZW

6. **Guarantee/Warranty:** The tenderer shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the material for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of commissioning, whichever is earlier.

8. **Security Deposit:-** Bidder has to furnish the security deposit amount of Rs.2,82,338.00 which comes out to 10% of total order value within 15 days from the date of placement of order in the form of *Bank Draft/ Bank Guarantee of any scheduled bank and the same shall be refunded to the firm within 30 days* of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG required. However, in such case the amount of PBG should not be less than 10% (Ten percent) of landed value of order. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited. Bank Guarantee shall be in paper form as well as under SFMS as indicated in Bank Guarantee clause no-9. Bank Guarantee shall be operational for all

operational for all purposes at Nagpur Branch, Maharashtra.

9. Performance Bank Guarantee (PBG): Successful tenderer will have to submit performance bank guarantee for 10% of the order value (landed cost) amounting Rs.2,82,338.00 valid for a period of 18 months from the date of receipt and acceptance of materials to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period. 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.

10-Inspection

a) Pre- Dispatch Inspection :- The material will be inspected by CMPDIL at manufacturer's works before dispatch of the same to ascertain the conformity of supply as per ordered specifications, relevant ISS, latest (including amendment). Such inspections 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. The inspection fee @ 1%+applicable GST of the FOR destination price shall be initially paid by you to CMPDIL along with inspection call to inspecting authority GM(E&M) I/C Central Mining, Planning & Design Institute Ltd, Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245, which shall be reimbursed to you along with the payment against documentary evidence. 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.

You are eligible for Input Tax Credit on GST charged by the inspecting authority for Pre-dispatch inspection charges. Therefore, you should not charge the same when supplies are made. The rate applicable to the goods will be applicable to the inspection charges as this would be covered under the composite supply. GST on Pre dispatch inspection charges shall not be claimed by you vis-à-vis will

not be reimbursed by WCL. You have to give a notice of 15 days in advance to CMPDIL that the goods are ready for inspection complete in all respects and shall provide for every facility to the inspecting officer to carry out inspection.

Mode of payment – In the event the inspection agency is CMPDIL, then the payment of pre-despatch inspection fee shall be made through state bank collect in the hyperlink created on CMPDI website i.e. www.cmpdi.co.in. The e-receipt of the payment made towards pre-despatch inspection fee shall be submitted along with the invoice in order to claim the reimbursement of the same from WCL.

b) **FINAL 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.

11. **Submission Of Bills :** Pre- receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be submitted in “QUADRUPPLICATE ” to the consignee along with following documents:

1. Consignment note/RR/LR in original.
2. Warranty/Guarantee certificate.
3. Delivery challan in original.
4. Buyer's copy & Transporters copy of invoice in Original signed by authorised signatory
5. Manufacturing certificate
6. CMPDI Pre-dispatch inspection report
7. Copy of valid BIS License for IS certification mark
8. Price Fall Clause Certificate and Price Certificate.
9. Any other documents mentioned elsewhere in this 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 of 21 days.

12-**Paying Authority:-** General Manager (Fin), WCL Hqrs, Nagpur (MS) -440001

13. **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.

14. **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.

a) 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.

b) 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.

15. Risk Purchase Clause:

In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

Risk purchase action may be initiated under any of the following conditions:

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

16. Price Certificate:- 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."*



17. **Price Fall Clause:-** The bidder shall undertake that they have not supplied/are not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any state that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

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

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 Dixit
Sr Manager (MM)

Encl.:

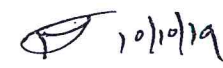
- I. Detailed technical specification:- Annex- "A"
- II. General Terms and conditions-Annex "B"
- III. Format of Performance Bank Guarantee/Security Deposit

Copy to:-

1. Area GM/Depot Officer/AFM/SO(MM)/SO(E&M)- Nagpur
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. General Manager (E&M)HOD, CMPDIL, Gondwana Palace, Kanke Road, Rnchi -834008
Phone No:651 2231506
5. Depot Officer-Central Stores-Tadali.

This order is being issued for 2nos of Unitised Sub Station allocated to Singori OC of Nagpur Area against the capital BC provided by the WCL-H.Q vide no-FA/WCL/CAP/BC/OPM/26/9/2019 dated:-26.09.2019 for Rs.28,23,374.20 for the indent no-CHP-5 DT:-07.09.2018 Singori OCP.


Sr Manager(MM)

Your faithfully,

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


Chief Manager(MM)