



“Under Jurisdiction of Nagpur Court only”

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) (Website :westerncoal.nic.in) e-mail: gmmm.wcl@coalindia.in	 OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

PONo: **11100132419039**

Dated: 06.06.2019

By registered post with A/D

To,
 M/s Industrial Appliances & Technologies,
 Madhurima house,
 83 & 84 Chanditala Main Road,
 Kolkata - 700 053

Vendor Category: MSE
 email- mail@intechsaety.com
 Fax: 033-24031766

Dear Sir,

Sub:- Supply of Miners Safety Helmets BIS marked as per IS: 2925:1984

Ref:1. Our e-tender ref no wcl-hq-pur-cr-e069-2018-19 (tender ID 2018_WCL_120430_1) opened on 14.12.2018

2. Your Bid ID: 356577 dated 04/12/2018 and subsequent on line correspondences.

3 Our letter No 11 dated 04.04.2019 .

4 Your letter no IAT/WCL-ngp/AD/0021/19-20 dated 25.04.2019 with revised price .

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of Miners Safety Helmets as per the Price, quantity, specification, terms and conditions detailed below and as per general terms and conditions enclosed.

SCOPE OF SUPPLY & PRICES:-

Sl no	Item description	Order quantity	Unit price (Rs)	Total value (Rs)
1	Miners Safety Helmets BIS marked as per IS: 2925:1984, with latest amendments. Brand: Intech Material Code: 93070100012 As per detailed Technical Specifications enclosed as Annexure-I.	12872 nos	66.00	849552.00
	Total			849552.00
	GST@18%			152919.36
	Total Procurement value			1002471.36

Amount in words: Rupees Ten Lakh Two Thousand Four Hundred Seventy One and Paise Thirty Six Only

Other Terms & Conditions:

(Handwritten signatures and dates)
 dg 6/6/19
 dg 6/6/19
 6/6/19

PO No: 11100132419039

Dated: 06.06.2019

1. **Prices:** The prices are FIRM on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores.

2. **GST:** Shall be payable extra as applicable. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. Firm shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on suppliers account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.

You shall 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 supplier to comply the above provisions , the entire amount including Interest (If any) borne by WCL shall be recovered from supplier

E-way Bill : In the event the delivery of goods by you 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, as per GST rules

3. **Delivery;** Delivery in two stages;

(1) 50% qty within two months from the date of supply order.

(2) Balance 50% qty within 4 months from the date of supply order but after completion of first phase of delivery i.e delivery starts after two months

The delivery period shall be reckoned from 7th (seventh) day of the order date.

4. **Consignee:** Depot Officer, WCL, Central Store, Tadali Dist: Chandrapur-442406, Maharashtra.

GSTIN : 27AAACW1578L1ZW

5. **PAYING AUTHORITY:** GM (Fin),WCL, HQ ,Coal Estate ,Civil Lines, Nagpur -440001

6. **Payment Terms:** 100% Payment shall be made within 21 days of receipt and acceptance of materials at destination stores or date of submission of bills whichever is later.

Note : Bank account details for EFT as provided by you are given below:

Bank Account Details for making payment through EFT:-

Name of the Account Holder	Industrial Appliances & Technologies
Account Number	10826743079
Name of the Bank and Branch	STATE BANK OF INDIA , SME NS ROAD
Address of the Branch of the Bank	9, Brabourne Road
Nature of Account	Cash Credit

Handwritten signatures and dates: 6/6/19

Handwritten signature and date: 6/6/19

IFS Code of the Branch

SBIN0015197

7. **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.

8. **Security Deposit**: You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank as per formal enclosed at annexure III for 10% (ten percent) value of the awarded contract i.e. Rs 100247.13, 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 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 Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

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/Address of the Bank	Current Account No. : 0059018053 Cust.ID : 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph : +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 / speed post

General Manager (MM) I/c, Materials Management Wing, Western coalfields Ltd HQ., Coal Estate, Civil lines

Nagpur – 440001, Maharashtra

For ready reference and updation of BG in WCL portal, it is necessary that BG issuing /amending bank send the BG advice in the form of message format 760COV/767COV via SFMS(Structured Financial Messaging System) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV/767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated. If issuing bank does not adhere to advisory, WCL will not be responsible.

Any extension / amendments to the BG shall be done following the same procedure as above.

9. **GUARANTEE/WARRANTY** : You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the miners safety helmet 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 usage, whichever is earlier .In case the items supplied are found to be defective ,in-genuine and not as per our specification all such items shall be have to be replaced free of cost immediately.

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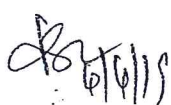
Dated: 06.06.2019

10. SUBMISSION OF BILLS:- For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order *to the consignee*.


- i). Pre-receipted and stamped Invoice (as per GST laws).
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). E way Bill (As per GST rules)
- v). Warranty / Guarantee certificate,
- vi). Manufacturers test certificate, if applicable. As per technical specification
- vii). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract./ technical specification
- viii). Any other document as specified in the Order / specification

11. 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 buyer
- 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.

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12. **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 Coal India Limited or its subsidiary companies any 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.

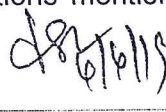
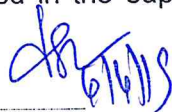
- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force 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.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.



13. **PACKING:-** The packing of all the materials quoted shall conform to the requirements of the carriers.

14. **Price Fall Clause :** You shall undertake that you have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded.

15. **Price Certificate:** A Price Certificate shall be submitted along with the invoice / on the body of the invoice 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."*

16. **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

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PO No: 11100132419039

Dated: 06.06.2019

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.

17. GENERAL TERMS & CONDITIONS : Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II

~~This order is being placed on the basis of the terms and conditions already accepted by you.~~

Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.

All other terms and condition shall be as per NIT.

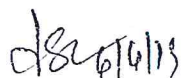
Encl:-1.Detailed Specification. Annexure - ' I '

2.General Terms and Conditions of the supply order Annexure - ' II ' .

3.Bank Guarantee for Security Deposit - Annexure - ' III ' .

4. Budget Certification against MB 2019-20 for Safety Helmet (for internal use of WCL). Annexure - ' IV ' .

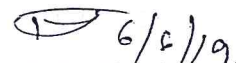
Yours Faithfully,
For & on behalf of Western Coalfields Ltd.



(S S Bhal)

Sr Manager(MM)

COPY TO:



(K S R Diwakar)

Chief Manager (MM)

1.GM(S&C)/I/c, WCL, HQ, Nagpur. This is as per his notings dated 02/08/2018 communicating BC adjusted from MB 2019-20 of Safety Helmets.(refer Annexure - ' IV ').

2.GM(Fin)/I/c, WCL, HQ, Nagpur

3. Chief Mnager(Fin)/Sr. Manager (Finance)/C&B, WCL , HQ, Nagpur.

4. Sr. Manager (MM/Admn.), WCL, HQ, Nagpur – This is with reference to his concurrence No 08/2019-20 dated 29.04.2019

5.AGM/ASO/SO(MM)/AFM, All Areas of WCL

6.Depot Officer, WCL, Central Store, Tadali, Dist: Chandrapur-442406, Maharashtra.

7. GM(MM)/HOD: BCCL/CCL/ECL/SECL/MCL/NCL/CIL


Sr Manager(MM)


6/6/19


Chief Manager (MM)