

PO No: 11100232418037
M/s.Neo Safety Products Pvt Ltd

M/F

Dated: 07/07/2018



"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.		

PO No:11100232418037

Dated: 07/07/2018

By registered post with A/D

To,
M/s.Neo Safety Products Pvt Ltd,
23,N.S.Road,
6th Commercial Building.
Kolkata-700001.

Vendor Code: 129075
Fax No.033-24224484
GST No. 19AADCN1691A1ZO
Vendor Category: MSE

Dear Sir,

Sub:- Supply of Miners Safety Helmets BIS marked as per IS: 2925:1984 against MB 2017-18


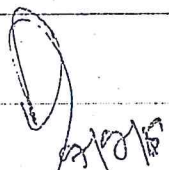
Ref:1.Our Limited Open Domestic E- tender no: WCL-hq-pur-cr-e157-2017-18 (Tender ID 2018_WCL_99620_1) opened on 21-04-2018

2. Your Bid Id: 293495 dated 18/04/2018 and subsequent on line correspondences.

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 and confirming to latest DGMS circular no 3 dated 14.08.2014. HSN CODE: 6506. Brand: NEO, Model:ECOMATE -5000. As per detailed Technical Specifications enclosed as Annexure-I.	9223 nos	60.00	5,53,380.00
	Total		60.00	5,53,380.00
	GST@18%		10.80	99,608.40
	Total Procurement value		70.80	6,52,988.40

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Amount in words: Rupees Six lakhs fifty two thousand nine hundred eighty eight and forty paisa only

Other Terms & Conditions:

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.

3. **Delivery;** Delivery (1) 50% within 2 months from the date of supply order (2) Balance 50% within 4 months from the date of supply order but after completion of first phase of delivery. 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	NEO SAFETY PRODUCTS PVT LTD
Account Number	05900500000037
Name of the Bank and	BANK OF BARODA

Signature
07/07/18

Signature
07/07/18

Branch	
Address of the Branch of the Bank	C.R.South, Kolkata-700012
Nature of Account	Cash Credit
IFS Code of the Branch	BARBOCHITTA

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.

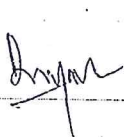
8. **Security Deposit**: You shall have to deposit the Security Money @ Rs 65,299.00/- (Sixty five thousand two hundred ninety nine only (i.e for 10% of total order value) as per NIT. You shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank 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 your performance shall be recorded for future dealings with you.

Security deposit money will be refunded 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.

9. **GUARANTEE/WARRANTY** : You shall be fully responsible for the manufacturer's 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. Certificate to this effect shall be furnished by you along with Supplies.

10. **SUBMISSION OF BILLS**:-Pre-receipted and stamped invoice for 100% value of each materials with taxes and duties and other charges shall be




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submitted in "QUADRUPLICATE" to the consignee along with following documents:

1. Consignment note/Delivery Challan in original.
2. Self attested copy of compliance of DGMS Technical Circular no. 3 dated 14.08.2014 and Test certificate etc as per enclosed technical specifications as Annexure I.
3. Warranty/Guarantee certificate.
4. Pre-receipted and stamped Invoice(GST Compliant Invoice)
5. Manufacturing Certificate on the body of each bill to the following effect:-

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

6. Any other documents as specified elsewhere in the purchase 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.

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

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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.

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 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.



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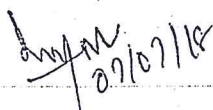
13. **PACKING:-** The packing of all the materials quoted shall conform to the requirements of the carriers.

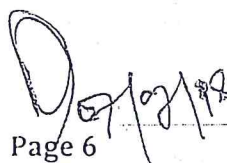
14. **Price Fall Clause :** You have submitted an undertaking along with your offer that You have not supplied/supplying similar products/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by the you to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at that very price, with due allowance for the elapsed time, will be applicable to the present case and the difference in the cost would be refunded by you to the 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 are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present order in respect of any other ministry/ department of the Govt. of India or a PSU."

16. **Risk Purchase Clause:** In the event of failure of the supplier to deliver or dispatch the stores 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.

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


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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 '

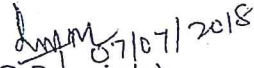
2.General Terms and Conditions of the supply order Annexure - ' II ' .

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

4. Budget Certification against MB 2018-19 for Safety Helmet (for internal use of WCL). Annexure - ' IV '

Yours Faithfully,

For & on behalf of Western Coalfields Ltd.


(C Ramiah)
Sr Manager(MM)


(C R Samantray)
Chief Manager (MM)

COPY TO:

- 1.GM(S&C)/I/c, WCL, HQ, Nagpur. This is as per his notings dated 05/07/2018 communicating BC adjusted from MB 2018-19 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 against MB 2017-18 for Safety Helmet & the total value of the order is Rs. 6,52,988.40/-
- 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

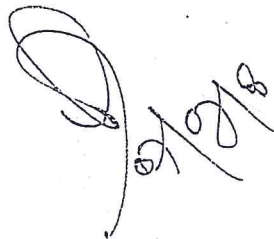

Sr Manager(MM)

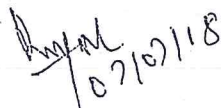

Chief Manager(MM)

ANNEXURE-I

Detailed Technical Specification:

- i. ISI Safety Helmet in one piece made of High Density Polythene powder manufactured as per IS 2925: 1984 (with amendments done in the year 1988, 1999, 2000 and 2002) with latest amendments if any of the Bureau of Indian standards and confirming to latest DGMS circular no 3 dated 14.08.2014
- ii. The helmet must be completely fitted with adjustable hand band, chin strap, cable grip, Lamp bracket, cradle etc as per said IS.
- iii. The helmet should be approved by BIS for which bidder is required to submit duly self authenticated and notarised copy of BIS license valid on the date of tender opening.
- iv. The size 540 mm to 600 mm (circumference inside hand band.) These must be generated out of one shell and one adjustable type of bead band.
- v. The shape, construction, harness, cradle, brim, peak etc shall conform to IS 2925:1984 with latest amendments so that it is ensured by the manufacturer that the helmet does not have tendency to fall either in forward direction or in backward direction from user's head during use.
- vi. The ventilation hole should be provided in helmet as per said IS
- vii. Colour : The colour should be white but WCL reserves right to choose other colour if required, for specific number of helmets.
- viii. Fluorescent strip should be provided for visibility of the helmet during darkness
- ix. Each helmet is required to be permanently marked with the manufacturer name,model, year and month of manufacture
- x. Each helmet shall also bear marking of BIS license and relevant BIS number
- xi. The bidder must indicate the offered make/brand.
- xii. Each lot is to be supplied with a declaration stating the it is " suitable for use in Mines"
- xiii. Every lot of the supplied helmet should contain test reports from the Govt test house/ Govt Approved laboratory . At the same time, the manufacturer/ supplier shall ensure that whenever standard of testing has changed the helmet has been tested at any Govt./Govt Approved laboratory and same is supplied with every lot.




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