

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड
Western Coalfields Limited
 (मिनीरत्न कंपनी) (A Miniratna Company)
 (कोल इंडिया लि. की अनुषंगी कंपनी)
 (A Subsidiary of Coal India Limited)

सामग्री प्रबन्धन विभाग
Department of Material ManagementCIN – U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

पंजी. का .:कोयला विहार, सिविल लाइंस, नागपुर (महाराष्ट्र)-440001/Coal Estate,Civil Lines,Nagpur(MS)-440001

SO. NO. 21000116519145

Dt: 30-10-2019

SUPPLY ORDER

To

M/s. GODREJ & BOYCE MFG CO LTD

Vendor Code: 516040

Apollo Square Building, Plot no 60

Vendor Category: Authorized Dealer

Survey no: 599/A, CTS no 3638

Sahaney Sujan Park, Lulla Nagar, Pune- 411040

Email id: apar@godrej.com Ph no: 9882626110

GSTIN: 27AAACG1395D1ZU

Dear Sir,

Sub : **Formal Order for Supply, Installation & Commissioning of Video Conferencing System**Ref : 1. Our tender enquiry no. WCL-hq-pur-rb-e039-2019-20, opened on 28-06-2019
(tender id 2019_WCL_140464_1)

2. Your offer vide Bid id no : 417998 dt. 27-06-2019 and clarifications / shortfall documents submitted on e-tendering portal

This has reference to above. We are pleased to place FORMAL ORDER on you for **Supply, Installation & Commissioning of Video Conferencing System** as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed

| SI no | NIT Subitem | Item Description | Qty | UOM | Unit Basic Price Rs | Total Value Rs. |
|-------|-------------|--|-------------------|------|---------------------|-----------------|
| 1.00 | subitem1 | Set of video conferencing end point video and camera as per NIT; Polycom make RealPresence Group 500 and EagleEyeIV camera | 7 | sets | 278481.00 | 1949367.00 |
| | subitem2 | Online UPS 2KVA with 2 hours backup as per NIT ; Eaton make model Eaton 9E- In 2000XL | 5 | sets | 73864.00 | 369320.00 |
| | subitem3 | 24 port L2 managed switch as per specifications of NIT; D-Link make Model DGS-3130-30TS | 1 | no: | 55682.00 | 55682.00 |
| | subitem4 | 8 port Ethernet switch as per specifications of NIT; D-link make Model DGS-1210-10 | 5 | no: | 7727.00 | 38635.00 |
| | subitem5 | CAT 6 cable UTP as per as per specifications of NIT | 1200 | mtrs | 17.00 | 20400.00 |
| | subitem6 | Casing for laying of CAT 6 UTP cable | 1000 | mtrs | 40.00 | 40000.00 |
| | subitem7 | Installation and commissioning of VC system including cable laying cost (for all 7 sets) | 1 | LOT | 97000.00 | 97000.00 |
| | | | Total Value | | | 2570404.00 |
| | | Detailed technical specifications are enclosed as Annexure - C | GST: Extra @ 18% | | | 462672.72 |
| | | | Total Order Value | | | 3033076.72 |

Total Order Value : Rs. 30,33,076.72**Total Order Value: Rupees Thirty Lakhs thirty three thousand seventy six and seventy two paise only**

OTHER TERMS & CONDITIONS:

1. **Prices:** The prices are FIRM on F.O.R. destination basis inclusive of Packing & Forwarding charges, Freight & Insurance Charges upto destination .
2. **Installation and Commissioning Charges:** Shall be paid extra as indicated above for the complete VC system for all 7 sets including the casing and laying of the cables.
3. **Goods and Service Tax (GST):** GST shall be paid extra as applicable on the date of supply, on the Basic price(as applicable). The present rate of GST is @ 18% for all Items
You shall submit the GST compliant Invoice as per the GST rules, indicating all the details as required as per the GST rules, including the HSN code, components of CGST / SGST / IGST(as applicable) etc, which shall enable WCL to avail the Input Tax Credit Set off as per the GST rules. The ITC set off against the GST shall be availed by the Paying Authority, as per the GST rules.
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 you.
4. **Delivery:** The supply, cable laying, installation, commissioning and handover of the total system to be completed within 45 days from the date of issue of supply order. The delivery period shall be reckoned from 7th (Seventh) day of order date.
5. **Final Inspection:** Final inspection of the consignment shall be carried out at by the consignee on receipt of complete consignment as per order description.
6. **Consignee : General Manager(E&T), WCL Hqrs, Nagpur -440001**
GSTIN : 27AAACW1578L1ZW

ALLOCATION:

| SL NO. | NAME OF THE AREA | Allocation | Quantity |
|--------|------------------|--------------------------------|----------|
| 1 | WCL HQ | Office of functional directors | 5 sets |
| 2 | WCL HQ | HRD department | 1 set |
| 3 | WCL HQ | Board room | 1 set |

7. **Payment terms:** Payment for 80% of the Invoice value (landed value of the equipment / materials excluding installation and commissioning & cable laying charges) and 100% taxes as applicable shall be made within 21 days from the date of receipt and acceptance of the equipment / materials at the Consignee stores and submission of bills whichever is later.

Payment for balance 20% of the Invoice value (landed value of the equipment / materials) and 100% installation & commissioning & cable laying charges shall be made within 21 days after successful cable laying, installation & commissioning of the equipment as well as free training imparted to end users on submission of satisfactory installation commissioning and training certificate issued by GM(E&T) or his authorized representative.

Payment shall be made only on submission of confirmed security deposit & performance Bank Guarantee and acceptance of same by WCL.

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8. **Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

9. **EFT Details :**

| | |
|-----------------------------------|-----------------------|
| Name of the Bank | CITI BANK |
| Branch & Location | DN RODA, FORT, MUMBAI |
| Account Number; Nature of Account | 0001020374; CURRENT |
| IFS CODE of the Branch | CITI0100000 |

10. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

11. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract i.e. **Rs. 3,03,307.00** (Rupees Three lakhs three thousand three hundred and seven only) without having any ceiling within 15 days time from the date of supply order to the order placing authority. The Bank Guarantee to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd " shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-B.

Security deposit money will be refunded to you 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 Deposit money may be converted into performance Bank Guarantee as per the terms of the NIT, provided, the complete ordered items are supplied.

12. **Performance Bank Guarantee:** You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value including the GST i.e. for bank guarantee amount of **Rs. 3,03,307.00** (Rupees Three lakhs three thousand three hundred and seven only). The Bank Guarantee shall be valid for a period of 42 months from the date of Commissioning of the complete VC System to cover the Guarantee / Warranty Period. The PBG shall be released after satisfactory completion of the Guarantee / Warranty period upon confirmation of GM(E&T), WCL Hqrs or extended as deemed fit. The format of Bank Guarantee to be issued under "Structured Financial Messaging System"(SFMS) is attached as Annexure-B. The Bank Guarantee to be submitted shall be in Paper form as well as on SFMS platform

13. **Guarantee – Warranty:** You shall give a composite guarantee / warranty for satisfactory performance of the supplied VC System and other accessories for the period indicated below.

- Guarantee / warranty of satisfactory performance of Video conferencing equipment (along with accessories) for a period of 36 months from the date of commissioning.
- Guarantee / warranty of satisfactory performance of Online UPS (along with accessories) for a period of 24 months from the date of commissioning.
- Guarantee / warranty of satisfactory performance of switches for a period of 12 months from the date of commissioning.

You shall be responsible for any defect that may, under the condition provided for by the contract and under proper use, arise due to faulty materials, design or workmanship and shall remedy such defect at your own cost. If it becomes so necessary for you to replace or to renew any defective part, such replacement or renewal shall be made by you 100% free of cost without any extra cost to Western Coalfields Limited. The new goods should be supplied on FOR destination basis free of cost.

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14. Liquidated Damages & Risk Purchase clause: - 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% can be increased to 15% at the discretion of Head of MM 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, Coal India Limited and its subsidiary companies 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 Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

15. SUBMISSION OF BILLS: The 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 Tax Invoice as per GST rules

(ii) e-way bill (as per GST rules), if applicable.

(iii) Consignment note / RR/ LR in original. (if applicable)

(iv) **Guarantee / Warranty Certificates**

(v) Technical Brochure of the VC System and its components

(vi) Price Certificate (as per cl no: 17) and Price Fall certificate (as per cl no: 18)

(vi) Any other document as specified elsewhere in the order, if applicable.

16 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 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.

You 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.

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.

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.

17. Lowest Price Certificate: You shall certify in your invoice in the following format

"It is certified that the prices charged indicated in this invoice does not exceed the lowest price at which we sell or offer to sell or offer to sell the stores of identical description to any other organization during the period of contract"


NA

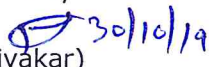
30/10/19

18. Price fall certificate: You have to submit undertaking that you have not supplied / is not 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 Govt of India or a PSU and if it is found that at any stage that similar product / system or subsystem was supplied by you to any other ministry / department of Govt of India or a PSU at a lower price, then 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 WCL. A certificate to this effect shall be submitted by you alongwith supplies

19. General Terms and Conditions: This order shall also be governed by the General Terms and conditions of supply of stores attached as Annexure-A, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.


(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)

Yours faithfully

(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

Enclosures: -

- Annexure-A : General Terms and conditions
Annexure-B : Format for Bank Guarantee
Annexure -C: Technical Specifications of the VC System

Copy to :


- GM(E&M) HOD/ GM(E&T) /GM(P&P) / GM(Fin)-I WCL(HQ), Nagpur
- Chief Manager(Fin)CP, WCL Hqrs
- M/s. Polycom Asia Pacific Pte Ltd -This has reference to your tender specific authorization vide
9, Changi Business Park Vista dt. 19-06-2019
#07-01, Singapore - 486041


Indent details:

| SL NO | ITEM DESCRIPTION | QUANTITY | FILE REF | INDENT REF |
|-------|-----------------------------|----------|----------|-------------------------|
| 1 | VC System for Office of Fds | 5 sets | P-101081 | 007 dt. 07-01-2019) |
| 2 | VC System for HRD Dept | 1 set | P-69332 | dt. 18-09-2018 |
| 3 | VC System for Board Room | 1 set | P-68670 | dt. 05-05-2018 |

BUDGET CERTIFICATION DETAILS:

FA/WCL/CAP/opm/12/36/44 dt. 23-10-2019 for Rs. 30,33,077.00


(N V RAGHU BABU)
मूक्य.प्रबंधक (सा.प्र)


(K S R Divakar)
मूक्य.प्रबंधक (सा.प्र)

ANNEXURE - CTECHNICAL SPECIFICATIONS OF THE VIDEO CONFERENCING SYSTEM

| I Specifications for Video Conferencing End Point (Codec & Camera) high definition POLYCOM make Real Presence Group 500 and Eagle Eye IV Camera | | |
|---|---|---|
| Sl. No. | Specifications | |
| 1 | Type of End Point Full High Definition Video Conferencing | 1+3 Multiparty Full HD End point minimum |
| 2 | Video Conferencing System Resolution | End point based Full HD(1080p,30), End point based Full HD(1080p,60) |
| 3 | Does it requires mandatory registration with MCU Video Conferencing | NA |
| 4 | Minimum Bandwidth Required for Specified video quality at End point/far-site end (Mbps) | 1 |
| 5 | The End Point is a point to point system upgradable to Multiparty Video conferencing with full high definition camera and codec for simple installation with a TV / LED /LCD display suitable for specified bandwidth of IP network through RJ-45 connectivity: | Yes |
| 6 | Type of sensor for 1920 x 1080p, in order to accept Full HD resolution video | CMOS |
| 7 | Optical zoom | Minimum 10X |
| 8 | Digital zoom | Minimum 2X |
| 9 | Field of View at zoom | Minimum 65 |
| 10 | Pan range (Degree) | Minimum 100 |
| 11 | Tilt Range (Degree) | Minimum 20 |
| 12 | Cord and Connector to be supplied | Yes |
| 13 | System delivers Full HD video and voice & Full HD content for an overall Full HD experience at specified bandwidth | Yes |
| 14 | Video coding support Protocol | H.263, H.264AVC, H.264SVC, H.264 High Profile/ H.265 |
| 15 | System has G-722/ G-711/ G-729 or equivalent nt wideband audio coding support | Yes |
| 16 | System supports sharing of Full HD video and graphics content during the video call | Yes |
| 17 | System has live resolution of 1920 X 1080 and deliver Full High definition video at 30fps from 2 Mbps onwards | Yes |
| 18 | It is possible to see both the near and far site on one Screen thus making most efficient use of a single display area | Yes |
| 19 | System is equipped with one or more Omni directional High Definition Microphones as required to cover large conference room | Yes |
| 20 | Number of microphone supports | Minimum 1 |
| 21 | Number of camera support from the same OEM | Minimum 1 |
| 22 | Number of Ethernet connection points for System supports for RJ-45, 10/100/1000 Mbps Base-T Ethernet connection | Minimum 1 |
| 23 | System supports AES encryption video calls; System has Encryption On and Off capability | Yes |

NA

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