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"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.		

Purchase Order No: 21000117518085

Dated:10/09/2018

By registered post with A/D

To,
 M/s Metal Nation Incorporation,
 Plot no 33, Steel & Hardware
 Co-operative Warehousing Society Ltd,
 Bhandara road, Nagpur 440008.

Vendor Code: 516970
 Fax No.0712-2680414
 GST No.27ABKPK4445Q1ZZ
 Vendor Category: NON- MSE

Dear Sir,

Sub: Supply of DGMS Approved Self Contained Breathing Apparatus (SCBA) along with Testing Equipment.

Ref: 1.Our Open Domestic E- tender no: WCL-hq-pur-cr-ra-e112-2017-18 (tender ID 2018_WCL_90178_1) opened on 03.02.2018.

2.Your Bid ID: 264650 dated 31.01.2018 and subsequent on-line correspondences.

3.Your letter no. MNI/DSIPL/WCL-HQ/SCBA /01-PL dated 07/03/2018

4.Our letter no. NGP/WCL/MMW/SEC-I/2018-19/648 dated 04/07/2018 for Price Justifications.

5.Your letter no. MNI/DSIPL/WCL-HQ/SCBA /02-PJ dated 10/07/2018. & letter no.DSIPL/WCL/WEST/18-19/005 dated 10/07/2018 of M/s Draeger Safety India Pvt Ltd

6.Your letter no.MNI/DSIPL/WCL-HQ/SCBA/03-VE dated 12/08/2018 extending validity of offer

With reference to the above, we are pleased to place a formal supply order on you for supply of DGMS Approved Self Contained Breathing Apparatus (SCBA) and Testing Equipment as per the Price, quantity, specifications, terms and conditions detailed below and as per enclosed general terms and conditions.

Sl no	Item description	Quantity(nos)	Unit price (Rs)	Total value(Rs)
1	DGMS Approved Self Contained Breathing Apparatus(SCBA), complete with Oxygen Cylinder, Soda lime Cartridge and face mask etc. as per detailed Technical specifications enclosed as Annexure - I. Make:Draeger. Model:PSS BG4 EP. Material code:93970810019	111	5,79,622.27	6,43,38,071.97
2	Testing equipment compatible for above 111nos of SCBA. Make:Draeger. Model: RZ7000.	05	Free of cost	Free of cost
	Total			6,43,38,071.97
	GST @12%			77,20,568.64
	Grand total			7,20,58,640.61

Total value: Rs. 7,20,58,640.61 (Seven crores twenty lakhs fifty eight thousand six hundred forty and sixty one paise only)

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Other Terms & Conditions:

1. **Prices:** The above prices are FIRM and on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores. The safe arrival of the consignment at destination stores shall be your responsibility.
2. **GST:** Shall be payable extra as applicable within the stipulated delivery period. The present/offered applicable rate of GST is @ 12%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on your account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from you.
3. **Delivery:** An initial quantity of 25% of the order quantity of SCBA(i.e 28 nos.) along with one Testing equipment shall be supplied within 60 days, which shall be reckoned from the 7th day of the date of the order. The same shall be deployed in the various rescue units and the performance of these shall be observed for a period of 6(six) months. If the performance is found satisfactory, based on the confirmation of GM(Rescue),WCL, MRS, clearance to supply the remaining 75% quantity of the order shall be issued from the office of the GM(MM)I/c, WCL. HQ and the balance 75% of the order quantity of SCBA along with 4nos Testing equipment shall be supplied by you within 120 days of the date of issue of clearance.
4. **Consignee:** Depot Officer, Central Stores, Tadali, PO: Tadali, Dist: Chandrapur (MS), Pin:442406, Phone no: 07172- 237295. GSTIN : 27AAACW1578L1ZW
5. **PAYING AUTHORITY:** GM(Fin), WCL, HQ ,Coal Estate ,Civil Lines, Nagpur - 440001
6. **Payment Terms:** For initial supply of 25% of the order quantity along with one no. of testing equipment, 100% Payment will be made within 21 days from the date of commissioning, testing, final acceptance of the equipment at site upon presentation of a certificate from GM(Rescue) to the effect that the equipment has been commissioned to their entire satisfaction and against receipt of acceptable confirmed Performance Bank Guarantee for 100% value of the materials supplied(i.e landed value including all taxes) valid for a period of 9 months from the date of receipt of acceptance of materials.
For remaining quantity (75% quantity to be supplied in 2nd phase along with 4nos Testing equipment) 100% Payment will be made within 21 days from the date of commissioning, testing, final acceptance of the equipment at site upon presentation of a certificate from GM(Rescue) to the effect that the equipment has been commissioned to their entire satisfaction and against receipt of acceptable confirmed Performance Bank Guarantee for 10% of the total order value (i.e for landed value including all taxes for 100% of the order quantity) valid for a period of 63 months from the date of commissioning of materials supplied against second phase.

EFT details: 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	Metal Nation Incorporation.
Account Number	35722893834
Name of the Bank and Branch	SBI, Wardhman Nagar
Address of the Branch of the Bank	Plot No.-268, Satnami Layout, CA Road, Nagpur
Nature of Account	C C Account
IFS Code of the Branch	SBIN0030425

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7. Inspection : The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the purchaser may reject them and supplier shall either replace the rejected goods/make alteration necessary to meet the specifications free of cost to the purchaser. The item will be inspected at final destination. However, manufacturers standard test certificate indicating conformation to the specification of the order should be submitted along with supplies, if applicable. Final inspection of the consignment shall be carried out by GM(Rescue), WCL, MRS or his authorized representative at destination store.

8. Security Deposit: You shall deposit the Security Money @ Rs **72,05,865/-** (Rupees Seventy two lakhs five thousand eight hundred sixty five i.e for 10% of total order value). You shall 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.

Security Money may be converted into PBG as per NIT Provisions.

9. GUARANTEE/WARRANTY: The OEM and you shall be responsible for the manufacturers warranty. The Warranty period for SCBA along with testing equipments shall be for a period of 02 (two) Years from the date of successful commissioning. The warranty period of the Pressure Reducer/Pressure Regulator shall be for minimum period of 05 (Five) years from the date of commissioning. A certificate to this effect shall be furnished by you as well by your manufacturer (i.e M/s Draeger Safety India Pvt Ltd) along with supplies.

10. Scope of supply :

- a) Supply of ordered items as per specification detailed at Annexure -I and above
- b) Consumable spares required for maintaining the apparatus during warranty shall be supplied at free of cost.
- c) Consumable spares required for maintaining the Pressure Regulator during warranty shall be supplied at free of cost.
- d) Supply of tool kit for erection, commissioning, maintenance and repair of equipment.
- e) First fill of all oils, grease and lubricants for equipment.
- f) Training of WCL personnel for trouble free operation of the equipment.
- g) Erection commissioning and performance testing of equipment.
- h) User handbook/operation/maintenance/repair manual.

11. Performance Bank Guarantee (PBG): M/s Draeger Safety India Pvt Ltd shall submit acceptable and confirmed performance bank guarantee for initial supply of 25 % of ordered quantity for 100% of the value of supplied material (landed cost) valid for a period of 9(nine) months from the date of receipt and acceptance of materials to cover the trial period performance observation and the same shall be released on receipt of satisfactory performance, certified by GM(Rescue), WCL, MRS and against submission of acceptable and confirmed Bank Guarantee for 10% of the total order value (i.e for landed value including all taxes for 100% of the order quantity).

On receipt of clearance to supply the remaining 75% quantity, M/s Draeger Safety India Pvt Ltd will have to submit acceptable and confirmed performance bank guarantee for 10% of the total order value (i.e for landed value including all

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taxes for 100% of the order quantity) valid for a period of 63 sixty three months of from the date of receipt and acceptance of materials(i.e remaining 75% quantity in 2nd phase) to cover the guarantee period and the same shall be released on receipt of satisfactory performance throughout the guarantee period duly certified by GM(Rescue),WCL, MRS, Nagpur.

12. 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 "QUADRUPLICATE" to the consignee along with following documents:

- a) Consignment note/Delivery Challan in original.
- b) Self attested copy of BIS license/DGMS approval/Manufacturer Test certificate required (if any)as per enclosed technical specification- Annexure-I
- c) Warranty/Guarantee certificate
- d) Pre-receipted and stamped Invoice.GST Compliant Invoice as per GST rule indicating all the details as required as per GST rule, Including HSN code, components of SGST/CGST/IGST (as applicable) etc, which shall enable WCL to avail ITC as per GST rule.
- e) Manufacturing Certificate from the manufacturer for 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)."
- f)Price certificate as per NIT.
- g)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.

13.Import documents: You shall submit the following import documents with each supply for acceptance of supplied materials by WCL:

- a) Self attested copy with original Principal invoice/packing list
- b) Self attested copy of Bill of Lading/Airway bill
- c) Self attested copy with original Bill of entry
- d) As per contractual requirement (if any) warranty/guarantee certificate
- e) Certificate of origin

The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance of materials by WCL.

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

14.AUDITOR'S CERTIFICATE: You shall submit an auditors certificate with the supplies bills that Customs Duty has been paid as per prevailing customs rates and refund, if any, shall be passed on to WCL.

15.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

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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.

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 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.

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

18. **Price Certificate:** A Price Certificate shall be submitted 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."

19. **Price fall Clause:** You have undertaken in your offer that "we have not supplied/is 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 stage that similar product/systems or sub systems was supplied by you 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 you to the purchaser, if the contract has already been concluded". A certificate to this effect shall also be submitted by you along with supplies.

20. **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

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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.

21. Technical support and service: In addition to normal after sales service, you will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the item supplied. Details of installation and commissioning, after sales service like repairing within and after the guarantee period, supplies of spares and consumables and training to our operating & maintenance staff etc to be specifically mentioned.

22. Identification Marking: Manufacturer's identification mark (description/part No./SL.No/make) should be embossed or engraved or punched on each and every item as practicable and whenever possible in non -wearable and visible places of the material supplied. Apart from this, a tag may be attached to each part/item giving identification mark , part no, description, year and month of manufacturing etc. However, for high precision items , where embossing /engraving/punching is not possible , it shall be packed separately and packing cover/box/case shall be tagged with the identification mark or identification mark be put up by metal marker.

23. Manufacturer's test Certificate: Shall be submitted by you along with supplies.

24. Training: Product training should be given to our Personnel after supply and acceptance at user end.

25. Pre contract integrity pact: As signed by you and submitted along with your offer the same shall be integral part of the contracts.

26. 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

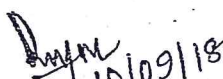
Encl: 1. Detailed Technical Specification. Annexure - ' I '

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

3. Format of BG for Security cum Performance Bank Guarantee - Annexure-III

4. Photo copy of technical literature of SCBA.(Total- 89 pages)-IV.

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


(C Ramiah)
Sr Manager(MM)


(C R Samantray)
Chief Manager (MM)

COPY TO:

1. M/s Drager Safety AG &Co.KGaA,Revalstrasse 1, 23560 Lobeck, Germany (by Air mail).This refers to their letter dated 24/03/2017 authorizing M/s Draeger Safety India Pvt.Ltd to appoint distributors to quote Drager Safety Products for the government and non government customers on their own choice within the territory of India, submitted alongwith the offer.

Purchase Order No:2100011/518085 dated:10/09/2018 on M/S Metal Nation
Incorporation

2. M/s Draeger Safety India Pvt Ltd, Mumbai. 9th Floor, Commerz II,
International Business Park, Oberoi Garden City, Off Western Express
Highway, Goregaon (East), Mumbai- 400063. This refers to their tender specific
authorization vide letter no. DSIPL/CIL/WCL/2212 dated 18/01/2018.
3. GM(Rescue), WCL, MRS, Nagpur. This is against his Indent no. (1)
WCL/MRS/NGP/14/699 dated 30.05.2014 for 53 nos of SCBA and 5 nos of
Testers, (2) WCL/MRS/NGP/2015/1498 dated 02-12-2015 for 26 nos of SCBA, &
(3) WCL/MRS/NGP/15/1255 dated 24-09-2015 for 32 nos of SCBA.
4. Depot Officer, Central Stores, Tadali PO: Tadali, Dist: Chandrapur (MS), Pin:
442406, Phone no: 07172- 237295.
5. GM(MM)/HOD: BCCL/CCL/ECL/SECL/MCL/NCL/CIL
6. GM(Fin)I/c, WCL, HQ, Nagpur: Budget Certification vide no.FA/
FA/WCL/CAP/BC/Rescue /224 dated 08/09/2018 for Rs.7,20,58,641.00/-
7. Chief Mnager(Fin)/Estb, WCL, HQ Nagpur.
8. IEMs: (1) Shri A.K.Bajaj, A-167, Defence Colony, New Delhi-110024.
(2) Shri. A K Mohapatra, IFS(Retd), Flat no: 201, Manjusha Manor, Plot no:
N3/382, IRC Village, Bhubaneswar- 751015.

This issues with the approval of WCL Board of Directors as per resolution
circulated by Company Secretary vide no.WCL/BD/SECTT/BM-303/2018/433
dated 03-09-2018.


Sr Manager(MM)


Chief Manager(MM)



Purchase Order No:21000117518085 dated:10/09/2018 on M/s Metal Nation Incorporation

ANNEXURE-I

Technical Specifications of DGMS Approved Self Contained Breathing Apparatus (SCBA) and Testing Equipment manufactured by M/s Draeger Safety AG &Co.KGaA, Germany.

Sr. No.	Description
1.1	SCBA must have valid DGMS approval for use in Under Ground Mines. The Manufacturer's certificate to this effect that the SCBA conforms to all the conditions listed in the DGMS approval shall be submitted along with supplies.
1.2	SCBA must comply IS:10245(Part-1):1996, its amendment No 1 of September 2007 and its latest amendments if any. A certificate to this effect by the manufacturer shall be submitted by M/s Metal Nation Incorporation along with supplies.
1.3	SCBA should be designed and constructed to supply the wearer with Breathing oxygen for at least two hours, thereby making the wearer independent of low oxygen and contaminated ambient air during rescue or recovery work.
1.4	SCBA should be equipped with a rechargeable CO ₂ absorbent cartridge to remove carbon di-oxide from the exhaled air in the breathing circuit. The apparatus should be designed to use absorbent as per Indian standards (IS 5321: 1969)
1.5	A suitable type air cooler is to be incorporated with the apparatus.
1.6	SCBA should be guaranteed for at least 20 years after sales service back-up and spares supply in India. Certificates to this effect (issued by the manufacturer and bidder) has to be submitted by M/s Metal Nation Incorporation along with supplies stating that "the supplier and principal i.e M/s Draeger Safety India Pvt Ltd, accept the desired special condition of the tender for 20 years after sales service backup and spares supply by inventory management of spares. In future any technological landscape mandate changed, which is beyond what can be foreseen by our principal currently. We shall offer an upgrade as per our principal to ensure functionality of the affected equipment during the residual service life on your cost".
1.7	Product training should be given to our Personnel after supply and acceptance at user end
1.8	Each cylinder should be accompanied with the Filling Permission from Petroleum & Explosives Safety Organization, Nagpur.
1.9	Apparatus should have a monitoring device which displays cylinder residual pressure.
1.10	Consumable spares required to maintain apparatus during warranty period should be supplied along with apparatus, free of cost.
1.11	Technical specification and instruction manual duly authenticated by OEM and complying with DGMS approval must be submitted along with the supply.
1.12	Manufacturer's test Certificate: Shall be submitted by you along with supplies.
1.13	DGMS Approved Self Contained Breathing Apparatus(SCBA) Make:Draeger. Model: PSS BG4 EP
2.0	Technical Specification for Testing Equipment for SCBA
2.1	Testing Equipment for SCBA should be compatible to test supplied SCBA as per MRR 1985 and OEM Manual.
2.2	Testing equipment for above SCBA. Make:Draeger.Model:RZ7000
3.0	Identification Marking: Manufacturer's identification mark (description/part No./SL.No/make) should be embossed or engraved or punched on each and every item as practicable and whenever possible in non – wearable and visible places of the material supplied. Apart from this a tag may be attached to each part/item giving identification mark , part no, description, year and month of manufacturing etc. However, for high precision items, where embossing /engraving/punching is not possible , it shall be packed separately and packing cover/box/case shall be tagged with the identification mark or identification mark be put up by metal marker.

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