



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



सामग्री प्रबन्धन विभाग
Department of Material Management

CIN - U10100MH1975GO1018626 FAX: 0712-2510284 www.westerncoal.nic.in

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

SO. NO. 21000118020001

Dt: 02-04-2020

SUPPLY ORDER

To

M/s. JANAK POSITIONING & SURVEYING SYSTEMS PVT LTD Vendor Code: 606010
 304B, PAL MOHAN PLAZA, DB GUPTA ROAD Vendor Category: Authorized Dealer
 KAROL BAGH, NEW DELHI - 110005

Email id: janakji@gmail.com Ph no: 011-23515400 ; 9873768317 GSTIN: 09AABCJ0148A1Z5

Dear Sir,

Sub: Formal Order for Supply of DGPS instrument.

Ref: 1. Our tender enquiry no. WCL-hq-pur-rb-e066-2019-20, opened on 30-08-2019 (tender id 2019_WCL_146753_1)

2. Your offer vide Bid id no : 434938 dt.28-08-019 and clarifications / shortfall documents submitted on e-tendering portal

3. Your letter no: Nil dt. 31-03-2019 extending the validity of your offer upto 15-04-2020

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

Sl. No.	Item Description	Quantity	Units	Basic Price Rs. Per unit	Total Value Rs.
1	SUPPLY OF POST PROCESSING KINEMATICS & RTK, DGPS SYSTEM WITH INTEGRATED SURVEY CAPABILITIES, COMPATIBLE SOFTWARE AND OTHER ACCESSORIES as per the Specifications indicated at Annexure C	1.00	set	825000.00	825000.00
	Make : SUZHOU FOIF CO LTD, CHINA, MODEL: FOIF	GST: Extra @ 18%			148500.00
	1. GNSS Receiver Model: A90(Base), A90(Rover), Make FOIF, Origin China 2. Controller Model: F58 PRO; Make FOIF, Origin China 3. Onboard Software Model: Field Genius, Make: FOIF, Origin China 4. Post processing Software Model: FOIF Solutions, Make: FOIF, Origin China	Total Order Value			973500.00

Total Order Value : Rs. 9,73,500.00

Total Order Value: Rupees Nine Lakhs Seventy Three Thousand five hundred 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, Commissioning and Training Charges:** Inclusive in the above basic price.

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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
 Your 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:** Delivery of the complete DGPS system, installation and commissioning and training to the user shall be completed within 08 weeks from the date of supply order, which shall be reckoned from the 7th day from the date of order.

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 Details : Depot Officer, Regional Stores, WCL, Nagpur Area, PO: Silewara Colliery, Dist. Nagpur (M.S.)Pin:441109; GSTIN: 27AAACW1578LIZW**

7. **Allocation:** Project and Planning Department, WCL Hqr Nagpur

8. **Payment terms:** Payment for 80% of the Invoice value (landed value of the equipment including GST) shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee stores and against acceptance of the Performance Bank Guarantee.

Payment for balance 20% of the Invoice value (landed value of the equipment including GST) shall be made within 21 days after successful commissioning of the equipment as well as free training imparted to end user after submission of successful commissioning certificate and Training Completion Certificate, issued by GM(P & P), WCL Hqrs, Nagpur

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

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

10. EFT Details :

Name of the Bank	STATE BANK OF INDIA , AJMAL KHAN ROAD BRANCH
Branch & Location	DESH BANDU GUPTA ROAD, KAROL BAGH NEW DELHI 110005
Account Number; Nature of Account	30759816535; Current
IFS CODE of the Branch	SBIN0000666

11. **Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.
12. **Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank as per format enclosed at Annexure B, for 10% (ten percent) value of the awarded contract i.e. **Rs. 97,350.00**(Rupees Ninety Seven Thousand three hundred and fifty 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.

Handwritten signatures

Handwritten signatures

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.

13. Performance Bank Guarantee: You shall submit the Performance Bank Guarantee for the amount equivalent to 10% of the landed value of Equipment including the GST i.e. for bank guarantee amount of **Rs. 97,350.00** (Rupees Ninety Seven Thousand three hundred and fifty only) . The Bank Guarantee shall be valid for a period of 42 months from the date of Commissioning of the Equipment to cover the Guarantee / Warranty Period of 3 years. The PBG shall be released after satisfactory completion of the Guarantee / Warranty Period upon confirmation of GM(P&P), WCL Hqrs or extended as deemed fit. The format of Bank Guarantee to be issued shall be in paper form as well as 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

14. Guarantee - Warranty: You shall be fully responsible for the manufacturers comprehensive ~~warranty in respect of proper design, quality, workmanship and proper functioning of equipment for~~ which these are intended, for a period of 36 months from the date of installation & 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 his 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.

15. 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.

16. 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 Certificate

- (v) Technical Brochure of the Complete System and its components
- (vi) Price Certificate (as per cl no: 18) and Price Fall certificate (as per cl no: 19)
- (vi) Any other document as specified elsewhere in the order, if applicable.

(vii) Submission of Import Documents : Following import documents are required to be submitted with each supply to the consignee for the main equipment (GNSS Receiver Model A90(Base), A90(Rover) F58 Pro Controller) as the same are of imported origin

- a. Self attested copy with original Principal' invoice / packing list
- b. Self attested copy with Bill 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) . The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

(vii) Auditors Certificate (as per cl no: 20)

17 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.

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.

18. 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"

19. 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

20. Auditors Certificate: Firm has to submit the Auditors Certificate with the bills that the customs duty has been paid as per the prevailing customs duty, and refunds if any shall be passed on to WCL


21. Jurisdiction of Courts: The court of the place from the acceptance of tender has been issued I.e Nagpur Court shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.






22. **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) 4/2020
मूक्य.प्रबंधक (सा.प्र)

Enclosures: -

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

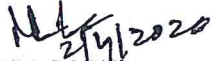
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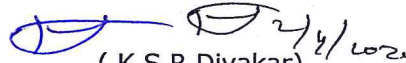
1. GM(P&P) / GM(Fin)-I WCL(HQ), Nagpur
 2. AGM / AFM / Depot Officer, WCL Nagpur Area
 3. Chief Manager(Fin)CP, WCL Hqrs
 4. Chief Manager(MM) Admin WCL Hqrs
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5. M/s. SOZHOU FIFO CO LTD } This has reference to your tender specific authorization
18 Tong Yuan Road } vide letter dt. 19-08-2019
Suzhou -215006, CHINA }

Indent details: Indent no: Nil dt. 16-10-2018 of GM(P&P), WCL Hqrs

BUDGET CERTIFICATION DETAILS:

FA/WCL/CAP/BC/SAFETY/12/19/61 dt. 21-03-2020 for Rs. 9,73,500.00 (Capital)


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


(K S R Divakar) 4/2020
मूक्य.प्रबंधक (सा.प्र)

ANNEXURE - C

1. TECHNICAL SPECIFICATIONS

Sl. No.	Item Description	Quantity	Units
1	SUPPLY OF POST PROCESSING KINEMATICS & RTK , DGPS SYSTEM WITH INTEGRATED SURVEY CAPABILITIES, COMPATIBLE SOFTWARE AND OTHER ACCESSORIES The detailed technical specifications of the DGPS Instrument is indicated below	1.00	set
	Make : SUZHOU FOIF CO LTD, CHINA, MODEL: FOIF		
	1. GNSS Receiver Model: A90(Base), A90(Rover), Make FOIF, Origin China		
	2. Controller Model: F58-PRO, Make FOIF, Origin China		
	3. Onboard Software Model: Field Genius, Make: FOIF, Origin China		
	4. Post processing Software Model : FOIF Solutions, Make: FOIF, Origin China		

TECHNICAL SPECIFICATIONS

	POST PROCESSING KINEMATICS & RTK, DGPS SYSTEM WITH INTEGRATED SURVEY CAPABILITIES
1	<p>i.) MEASUREMENT ACCURACY A) Static Mode B) Horizontal - 3 mm +0.1 ppm or better. Vertical -3.5 mm + 0.4 ppm or better.</p> <p>ii.) BASE LINE ACCURACY A) Accuracy Horizontal shall not be more than 4 mm for 10 km baseline with occupation time of 15 minutes or less. B) Accuracy vertical shall not be more than 7.5 mm for 10 km base line for with occupation of 15 minutes or less.</p> <p>iii.) FAST STATIC A) Horizontal - 3mm+0.5ppm B) Vertical- 5mm + 0.5 ppm</p> <p>iv.) BASE LINE ACCURACY IN FAST STATIC FOR 10 KM A) Horizontal - 8 mm with occupation time less than 7.5 minutes B) Vertical - 10 mm with occupation time less than 7.5 minutes</p> <p>v.) REAL TIME KINEMATIC SURVEY (RTK) HZ- 8mm +1ppm VZ- 15mm + 1ppm</p>
2	<p>GNSS RECEIVER A.) Multiple frequency GNSS Receiver having internal on board memory via SD card or inbuilt. B) The system should have a minimum 400 channels or better (GPS + GLONASS + GAGAN) and should be capable of tracking. C) GPS: L1C/A, L2C D) GLONASS: L1C/ A, L2C/A E). Beidou : B 1 (phase 2) & B2 F) SBAS: L1C/ A G). Systems : SBAS, WAAS, GAGAN (MUST take correction from GAGAN) etc. H). Should be water proof , shock proof , dust proof, humidity proof, and condensation proof</p>