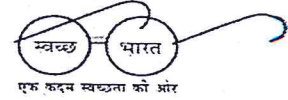


MIF



"Under Jurisdiction of Nagpur Court only"

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

Purchase Order No:21000120818049

Dated:21/07/2018

By registered post with A/D

To,  
M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd.  
Leslico House,87/C, 4th floor,  
Prof. V.S. Agashe Road, Dadar(West)  
Mumbai-400028

Vendor Code: 816001  
Fax No.022-24303705  
GST No.27AAACJ2779A1ZR  
Vendor Category: NON- MSE

Dear Sir,

Sub: Supply of Portable high pressure Breathing Air Compressor.

Ref: 1.Our Open Domestic E- tender no: WCL-hq-pur-cr-e117-2017-18  
(Tender id 2018\_WCL\_90867\_1) opened on 03-02-2018

2.Your Bid Id: 262843 dated 30/01/2018 and subsequent on-line correspondences.

3.Our letter no.NGP/WCL/MMW/SEC-I/2018-19/186 dated 27/04/2018 for Price Justification

4. Your letter dated 02/05/2018

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of Portable high pressure breathing air compressor 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 per no.(Rs)	Total value(Rs)
1	Portable high pressure Breathing air compressor. Technical specifications as per enclosed Annexure - I Make: Nardi Compressori, Italy Model: Atlantic P100, Single Phase HSN Code:84144010 Material code:93970810465	04 nos	1,85,000.00	7,40,000.00
	GST @18%			1,33,200.00
	Total Procurement value			<b>8,73,200.00</b>

*Signature*  
21/7/18

*Signature*  
21/7/18

**Total Procurement value:** Rs 8,73,200.00/-(Eight lakhs seventy three thousand two hundred only).

**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 is your responsibility.

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. 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:** Delivery shall be completed within 90 days which shall be reckoned from 7<sup>th</sup> (seventh) day of the Purchase Order date.

4.**Consignee:** Depot Officer, WCL, Regional Store, Silewara, Nagpur Area, PO: Silewara,Pin:441109, Dist: Nagpur, Maharashtra. GSTIN : 27AAACW1578L1ZW.

5.**Allocation:** MRS, Nagpur - 01 no., RRRT Tadali - 01 no., RRRT Pathakhera - 01 no. & RRRT Parasia - 01 no.

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

7.**Payment Terms :** 80 % payment shall be released within 21 days after receipt and acceptance of the equipment at the Consignee end or the submission of the bills whichever is later against submission of confirmed Performance Bank Guarantee( PBG) and balance 20% payment shall be released within 21 days after successful commissioning of the equipment at site and upon submission of certificate to this effect by the GM(Rescue), WCL, MRS, Nagpur.

**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	Joseph Leslie Dynamiks Mfg. Pvt. Ltd.
Account Number	501106210250002
Name of the Bank and Branch	VIJAYA BANK
Address of the Branch of the Bank	L J ROAD, MAHIM, MUMBAI 400016
Nature of Account	CASH CREDIT
IFS Code of the Branch	VIJB0005011

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8. **Final Inspection** : GM(Rescue) or his authorized representative shall carry out final inspection at destination stores on receipt of stores .

9. **Security Deposit:** You shall have to deposit the SD @ Rs. 87,320.00/- (Rupees Eighty seven thousand three hundred twenty 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.

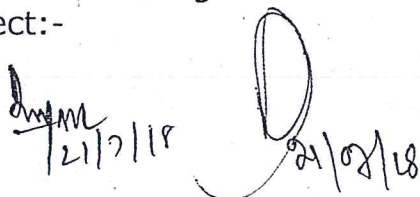
For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

10. **GUARANTEE / WARRANTY** : You shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the material for which these are intended for, for a period of 12 months from the date of receipt, acceptance and commissioning of materials at ultimate destination. You shall provide comprehensive guarantee/warranty for satisfactory operation and performance during the warranty period. The warranty shall be comprehensive on-site warranty, including all spares and consumables.

11. **Performance Bank Guarantee (PBG):** You will have to submit performance bank guarantee of Rs. 87,320.00/- (Rupees Eighty seven thousand three hundred twenty i.e for 10% of total order value) as per NIT in the prescribed format towards satisfactory performance of the material supplied. The PBG shall be valid for a period of 18 months from the date of receipt and acceptance of materials at the ultimate destination and the same shall be released on receipt of satisfactory completion of warranty or extended thereafter as deemed fit. The bank guarantee shall be released after successful completion of the guarantee period/ extended period after confirmation from the GM(Rescue), WCL, HQ 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) A certificate to Package of compressor comply to relevant Indian Standards as per technical specifications.
- c) Pre-receipted and stamped Invoice(GST Compliant Invoice)
- d) Manufacturing Certificate on the body of each bill to the following effect:-

Handwritten signature and date: 21/7/18



"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)."

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), Purchase 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 with 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 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

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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. 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.

**20. After Sales Service:** You have to submit on the letter head the contact details of the Service Centre, indicating the name, designation of contact

*Joseph Leslie Dynamics*  
21/7/18

*[Signature]*  
21/7/18



persons, their, Mobile no., telephone no., Fax number and email address for the purpose of communication in case of need.

**21.After Warranty Service Support Certificate:** A certificate from the principal to the effect that necessary spares if required would be provided against payment by the original equipment manufacturer or his authorised representative up to 15 years after supply.

**22. 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.Format of BG for Security Deposit cum PBG- Annexure-III

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 Nardi Compressori, Via Marco Polo, 2-36075 Montecchio Maggiore(VI) Italy. This refers to their tender specific authorization vide letter dated 16/01/2018.

2. AGM/ASO/SO(MM)/AFM-WCL, Nagpur/Pench/Pathakhera Area & RRRT, Tadali.

3.GM(Rescue)/I/c,WCL, MRS, Nagpur. This is against your indent no: WCL/MRS/NGP/2017/643 dated 21-07-2017

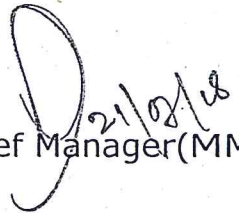
4. Depot Officer - Regional Stores, Silewara, WCL, Nagpur Area

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

6.GM(Fin)I/c, WCL, HQ, Nagpur: Budget Certification vide no.FA/WCL/CAP/BC/Rescue services/138 dated 17/07/2018 for Rs. 8,73,200.00/-

7. Chief Mnager(Fin)/Estb, WCL, HQ Nagpur.

  
Sr, Manager(MM)

  
Chief Manager(MM)

## ANNEXURE-I

### Technical Specifications of Breathing Air Compressor:

The high pressure breathing air compressor would be used for refilling of Breathing Air cylinders to be used by breathing apparatus. Should be portable.

1) Compressor should be portable and suitable sturdy carrying case should be provided along with each compressor.

2) Package of compressor should comply to relevant Indian Standards. A certificate from the bidder on compliance to this condition to be provided along with supply.

3) Capacity: 100 LPM (Minimum)

4) Working Pressure: 300-330 Bar

5) Electric Motor: Mono phase, 230 V/ 50-60Hz, 3HP (approx)

6) The compressor should incorporate suitable safety valves/ tripping mechanism to prevent excess pressure build-up in the system.

7) Weight: around 60 Kg ( max)

8) Sound Level during operation @ 3 Meter: 85 dB Maximum.

9) Filtration: Compressors should be provided with suitable filter cartridge to achieve required breathing air quality.

10) Filling Hose: One filling Hose of 1 m length for 300 Bar. with suitable adapter of 5/8 inch BSP male thread.

11) Maximum permissible Ambient temperature: 5°C to 45°C

12) Breathing Air quality: To conform to IS 9623-2008. A certificate of confirmation to this condition from the OEM in this regard to be submitted with the offer.

13) The Compressor should have Condensate Drainage facility.

*Signature*  
21/7/18

*Signature*  
21/08/18

