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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:21000120818061

Dated:06/08/2018

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 DGMS approved Resuscitating Apparatus.

Ref: 1.Our Open Domestic E- tender no: . WCL-hq-pur-cr-e104-2017-18 (tender ID 2017_WCL_88592_1) opened on 20.01.2018

2.Your Bid Id: 260866 dated 10/01/2018 and subsequent correspondences.

3.Our letter no. NGP/WCL/MMW/SEC-I/2018-19/225 dated 04/05/2018 for Price Justification

4. Your letter dated 04/07/2018

5. Your letter dated 30/07/2018 for extension of validity of offer

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of DGMS approved Resuscitating Apparatus 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	DGMS approved Resuscitating Apparatus complete with face mask, cylinder, regulator etc. (Detailed technical specifications enclosed as per Annexure-I). Make: O-TWO Medical Technologies.Canada. Model: Carevent CA. HSN Code: 90200000	06 nos	2,34,012.00	14,04,072.00
	Total		2,34,012.00	14,04,072.00
	GST @12%		28,081.44	1,68,488.64
	Grand total		2,62,093.44	15,72,560.64

Total value Rs. 15,72,560.64/-(Rupees Fifteen lakhs seventy two thousand five hundred sixty and sixty four paise only).

Signature
06/08/18

Signature

Purchase Order No:21000120818061 dated: 06/08/2018 on M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

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 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:** Delivery shall be completed within 60 days which shall be reckoned from 7th (seventh) day of the Purchase Order date.

4.**Consignee:** Depot Officer, WCL, Regional Store, Pathakhera Area,, Dist: Betul, Madhya Pradesh.Pin 460449.GSTIN : 23AAACW1578L1Z4

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

7.**Payment Terms :** 100% payment shall be made within 21 days from the date of receipt and acceptance of the materials at the Consignee end or the submission of the bills whichever is later against submission of confirmed Performance Bank Guarantee(PBG).

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

8. **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.

9. **Security Deposit:** You shall have to deposit the Security Money @ Rs **1,57,257.00/-** (Rupees one lakh Fifty seven thousand two hundred fifty seven i.e for 10% of total order value). 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

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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.

10. GUARANTEE/WARRANTY : You shall be fully responsible for the manufacturers warranty in respect of proper design, quality, workmanship of the materials for which these are intended 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 installation at site, whichever is earlier. A certificate to this effect shall be furnished by you *along with the supplies.*

11. Performance Bank Guarantee (PBG): You will have to submit performance bank guarantee of Rs. **1,57,257.00/-** (Rupees one lakh Fifty seven thousand two hundred fifty seven 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 "QUADRUPPLICATE" to the consignee along with following documents:

- a) Consignment note/Delivery Challan in original.
- b) Self attested copy of BIS license/DGMS approval/Test certificate required (if any) as per technical specification.
- c) Warranty/Guarantee certificate
- d) Pre-receipted and stamped Invoice(GST Compliant Invoice)
- e) 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)."
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 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.

Joseph Leslie Dynamics
06/08/18

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 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

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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.

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.

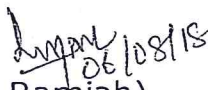
All other terms and condition shall be as per NIT

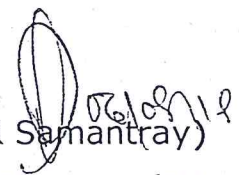
Encl: 1.Detailed Technical Specification. Annexure - ' I '

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 O-Two Medical Technologies Inc, 45A Armthoepe Road, Brampton, Ontario, Canada,L6T5M4. This refers to their tender specific authorization vide letter dated 02/01/2018.
2. AGM/ASO/SO(MM)/AFM-WCL, Pathakhera Area.
This is against your Indent no. IND/17-18/3560/00014 dated 17.04.2017
3. GM(S&C)/I/c, WCL, HQ/ GM(Rescue)/I/c,WCL, MRS, Nagpur.
4. Depot Officer - Depot Officer, WCL, Regional Store, Pathakhera Area,, Dist: Betul, Madhya Pradesh.Pin 460449.
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 /154 dated 28/07/2018 for Rs. 15,72,560.00/-
7. Chief Mnager(Fin)/Estb, WCL, HQ Nagpur.


Sr Manager(MM)


Chief Manager(MM)

ANNEXURE-I

Technical Specifications of DGMS approved Resuscitating Apparatus:

1	Resuscitator must have valid DGMS approval for use in Underground mines.
2	Resuscitator must comply IS : 13366: 1992 and its latest amendments if any.
3	The resuscitator should be gas powered operated by the pressure of compressed oxygen
4	The resuscitator should be based on volume cycled ventilation
5	The resuscitator should be fully automatic in which the cyclic flow of gas for inflation of the lungs is independent of any aspiratory effort of the patient or repetitive action of the operator.
6	The resuscitator should be able to supply oxygen automatically in the following modes:
7	If the patient is not breathing the whole preset volume should be supplied to the patient (forced by the resuscitator).
8	In case of spontaneous breathing, if the patient breathes more than the preset volume, the resuscitator should be able to provide the additional volume.(Demand Mode)
9	If the patient starts spontaneous breathing, the resuscitator should automatically synchronise with the breathing of the patient.
10	In case of spontaneous breathing, if the patient breathes less than the preset volume, the resuscitator should ventilate the remaining volume to the patient.
11	Resuscitator should work properly even when face mask is not 100% leak proof on the face of the patient
12	Mass of the resuscitator container and contents (including any full gas cylinders) shall not exceed 14 Kg.
13	The resuscitator should incorporate a warning device to indicate airway blockage of the patient
14	Oxygen Cylinder: (a) Capacity of oxygen cylinder shall be such that the duration of oxygen supply shall not be less than 40 (Forty) minutes. (b) Each cylinder should be accompanied with filling permission from Chief Controller of Explosive (PESO), Nagpur.
15	Consumable spares required to maintain apparatus in order during warranty period should be supplied along with apparatus free of cost.
16	List of consumables spares to be supplied along with Apparatus should be uploaded along with technical bid
17	Technical Specifications and instruction Manual duly authenticated by OEM must be submitted along with technical bid

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