

PO No:21000320818031
M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

Dated: 27/06/2018



"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.		

PO No:21000320818031

Dated: 27/06/2018

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 Light weight Carbon Composite Cylinders.

Ref:1.Our Open Domestic E- tender no: wcl-hq-pur-cr-e115-2017-18
(Tender id 2018_WCL_90803_1) opened on 09-02-2018

2. Your Bid Id: 265200 dated 30/01/2018 and subsequent correspondences.

With reference to the above, we are pleased to place a Formal Supply Order on you for supply of Light weight Carbon Composite Cylinders 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 (Rs)	Total value (Rs)
1	Light weight Carbon Composite Cylinders (complete with valve) compatible with DGMS approved Compressed Air Breathing Apparatus (CABA 9000, Manufactured by M/s. Joshep Leslie Dynamiks Mfg. Pvt. Ltd.).The cylinder and valve assembly should be	18 nos	26,700.00	4,80,600.00

PO No:21000320818031

Dated: 27/06/2018

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

readily assembled into the CABA 9000 set without use of any adapters/modifications and technical specification as per Annexure-I, HSN CODE: 90200000. Make: LUXFUR. Model: L65C			
Total	18 nos	26,700.00	4,80,60 0.00
GST@12%			57,672. 00
Total Procurement value			5,38,27 2.00

Amount in words: Rupees Five lakhs thirty eight thousand two hundred seventy two only.

Other Terms & Conditions:

1. **Prices:** The above prices are FIRM on F.O.R. destination basis inclusive of packing, forwarding, freight and insurance charges upto destination stores.

2. **GST:** Shall be payable extra as applicable. 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:** within 90 days from the date of issue of Purchase Order. The delivery period shall be reckoned from 7th (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:** Mines Recue Station, WCL, HQ, Nagpur.

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.

[Handwritten Signature]
27/6/18

[Handwritten Mark]

PO No:21000320818031

Dated: 27/06/2018

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

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	I J ROAD, MAHIM, MUMBAI 400016
Nature of Account	CASH CREDIT
IFS Code of the Branch	VIJB0005011

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

9. **Security Deposit:** You shall have to deposit the SD @ Rs 53,828.00/- (Rupees Fifty three thousand eight hundred twenty eight 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.

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

10. **Comprehensive 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 a period of 12 months from the date of receipt, acceptance and commissioning of materials at ultimate destination.

[Handwritten signature]
27/06/18

[Handwritten signature]
27/06/18

PO No:21000320818031

Dated: 27/06/2018

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

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.53,828.00/- (Rupees Fifty three thousand eight hundred twenty eight i.e for 10% of total order value) valid for 18 months for covering the Comprehensive guarantee/warranty period from the date of supply. PBG shall be released on receipt of satisfactory performance throughout the guarantee period from 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:

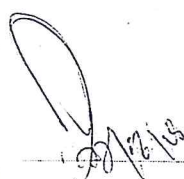
1. Consignment note/Delivery Challan in original.
2. Self attested copy of compliance of DGMS Technical Circular no.04 dated 31/03/2016 and Test certificate etc as per technical specifications.
3. Warranty/Guarantee certificate.
4. Pre-receipted and stamped Invoice(GST Compliant Invoice)
5. Manufacturing 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)."

6. 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.

 27/06/18

 27/06/18

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

13.Import documents: The following import documents are required to be submitted by you with each supply for acceptance of supplied materials to 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: This bearing an imported item, you have to submit an auditors certificate with the 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

[Handwritten signature]
27/06/18

[Handwritten signature]
27/06/18

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

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.

Signature
27/06/18

Signature

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

18. **Price Fall Clause :** You have submitted an undertaking along with your offer that You have not supplied/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 the Govt. of India or a PSU and if it is found that at any stage that similar product/ systems or sub-systems was supplied by the you to any other Ministry/ Department of the Government of India or a PSU at a lower price, then at 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 the buyer, if the contract has already been concluded.

19. **Price Certificate:** A Price Certificate shall be submitted along with the invoice / on the body of the invoice as under: "Certified that we are not supplying similar products/ systems or sub-systems at a price lower than that offered in the present order in respect of any other ministry/ department of the Govt. of India or a PSU."

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 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.

Amr M
27/06/18

J. L. D.

PO No:21000320818031

Dated: 27/06/2018

M/s Joseph Leslie Dynamiks Mfg. Pvt. Ltd

21. **After Sales Service:** You have to submit on the letter head the contact details of the Service Centre, indicating the name, designation of contact persons, their, Mobile no., telephone no., Fax number and e mail address for the purpose of communication in case of need

22. **After Warranty Service Support Certificate:** A certificate from the principal to the effect that necessary spares required for the operation and maintenance of the cylinders offered would be provided against payment by the original equipment manufacturer or his authorized representative up to life of cylinders as laid down in PESO approval or 15 years after supply.

23. **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

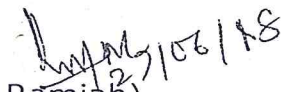
Encl: -1.Detailed Specification. Annexure - ' I '

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. AGM/ASO/SO(MM)/AFM-WCL, Nagpur Area

2.GM(Rescue)/I/c, MRS, Nagpur. This is against your indent no: WCL/MRS/NGP/2017/806 dated 13/09/2017

PO No:21000320818031

Dated: 27/06/2018

M/s Joseph Leslie-Dynamiks Mfg. Pvt. Ltd

3. Depot Officer – Regional Stores, Silewara, Nagpur Area

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

5. GM(Fin)I/c, WCL, HQ Nagpur : Budget Certification vide no. FA/WCL/CAP/ BC Rescue/ 60/ dated 02/06/2018 for Rs. 538272.00/-

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


Sr Manager(MM)

Chief Manager(MM)

ANNEXURE-I

Sr. No.	Technical Specifications of Light weight Carbon Composite Cylinders (complete with valve) for Compressed Air Breathing Apparatus
1	Weight of individual cylinder not more than 07 Kg. in fully charged condition.
2	Water capacity of cylinder should be between 6.0 to 7.0 Liters.
3	Each cylinders must comply with provisions of DGMS Tech. Circular No. 04 Dated 31 March 2016.All Certificates for compliance of provisions of DGMS Tech. Circular No. 04 Dated 31 March 2016 shall be submitted along with supply.
4	The cylinders should be capable to withstand charging pressure up to 300 bar (Min.)
5	Each cylinder should be accompanied with filling permission of Chief Controller of Explosive. (PESO) under Gas Cylinder Rules 2004.
6	The valve fitted with the cylinders shall comply with the requirement of IS 7302 of the Bureau of Indian Standards and its latest amendment if any.
7	The bidder should guarantee service support and spares supply throughout service life of cylinder (15 years minimum)
8	Certificate form manufacture for compliance of provision of DGMS Tech. Circular No. 04 Dated 31 March 2016.
9	Brochure of offered Cylinder.

