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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: 21000330618224

Dated:30/03/2019

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 Imported spares for Drager make Self Contained Breathing Apparatus (SCBA) model BG4.

**Ref:** 1.Our single e-tender no: wcl-hq-pur-cr-e001-2018-19 (Tender id: 2018\_WCL\_100138\_1) opened on 30-04-2018.

2.Your Bid ID: 292845 dated 28.04.2018 and subsequent on-line correspondences.

3.Our letter no. NGP/WCL/MMW/SEC-I/2018-19/818 dated 26/07/2018 for Price Justifications.

4.Your letter no. MNI/DSIPL/WCL-HQ/BG4S/PD-05 dated 18/08/2018 & letter no.DSIPL/18-19/140818 dated 14/08/2018 of M/s Drager Safety India Pvt Ltd

5.Our letter no. NGP/WCL/MMW/SEC-I/2018-19/1260 dated 08/10/2018

6.Your letter no. dated 15/10/2018

7.Your letter no.MNI/DSIPL/WCL-HQ/BG4S/VE-02 dated 06/03/2019 Extending validity of offer.

8.Your letter no.MNI/DSIPL/WCL-HQ/BG4S/PD-09 dated 16/03/2019 communicating price reduction.

With reference to the above, we are pleased to place a formal supply order on you for supply of Imported spares for Drager make Self Contained Breathing Apparatus (SCBA) model BG4 as per the Price, quantity, specifications, terms and conditions detailed below and as per enclosed general terms and conditions.

**SCOPE OF SUPPLY & PRICES:-**

Sr.No.	Item Description	Qty. (nos)	unit price (Rs)	GST Rate in %	Rate including GST (Rs)	Total amount (Rs)
1.	FPS 7000 RP-EPDM-M2-PCas-EPDM (Medium) R 56326. M. Code.93940171874	08	26250.00	12%	29400.00	2,35,200.00
2.	FPS 7000 RP-EPDM-M2-PCas-EPDM (Small) R 56326. M. Code.93940171874	04	26250.00	12%	29400.00	1,17,600.00
3	Visor Pcas for FPS 7000 (Medium) R 56288. M. Code.93940171882	12	14800.00	12%	16576.00	1,98,912.00
4.	Visor RP for Panorama Nova EPDM R 51039. M. Code.93940171894	12	9000.00	18%	10620.00	1,27,440.00

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5.	Valve kit V 11016. M. Code.93940171902	02		18%	4244.46	8,488.92
			3597.00			
6.	Hand wheel kit V 11177. M. Code.93940171914	06		18%	1285.02	7,710.12
			1089.00			
7.	Valve Disc Breathing Connector R 33934 93940171859. M. Code.93940171633	40		18%	1295.64	51,825.60
			1098.00			
8.	Valve Disc. Complete R 33833. M. Code.93940171495	20		18%	1549.34	30,986.80
			1313.00			
9.	Reaction Ring blue BG-4 R 34113. M. Code.93940171598	40		18%	371.70	14,868.00
			315.00			
10	Breathing Bag BG-4 Positive Pre. R 33125 93940171463	06		12%	13662.88	81977.28
			12199.00			
11	Bayonet ring grey R 34647. M. Code.93940171926	04		18%	8518.42	34,073.68
			7219.00			
12	Battery cover with sealing 3354259. M. Code.93940171938	02		18%	2478.00	4956.00
			2100.00			
13	Canister Reusable gray R 34277 93940171823	03		12%	40659.36	1,21,978.08
			36303.00			
14	Dust filter pad R 35754. M. Code.93940171677	1 Pkt (200 nos)		18%	21624.68	21,624.68
			18326.00			
15	Holding clamp (minimum valve) R 34569. M. Code.93940171574	03		18%	3105.76	9,317.28
			2632.00			
	Grand total					10,66,958.44

**Total value: Rs. 10,66,958.44/-** ( Rupees ten lakhs sixty six thousand nine hundred fifty eighty and forty four paise 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 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 as above. 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 to be completed within three months which shall be reckoned from 7th (Seventh) day of order date.

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

5. **Allocation:** MRS, WCL, 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 of receipt and acceptance of materials at destination stores or date of submission of bills whichever is later.

**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

*D. N. S.*  
30/3/19

*[Signature]*  
30/3/19

IFS Code of the Branch

SBIN0030425

8. **Inspection** : Final inspection of the consignment shall be carried out the destination stores, which will be arranged by the consignee on receipt of stores.

9. **Security Deposit**: You shall deposit the Security Money @ 1,06,696/- (Rupees one lakh six thousand six hundred ninety six only) 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.

10. **GUARANTEE/WARRANTY**: The supply shall be covered by the maker's standard guarantee as follows :-The supplier shall warrant that the parts supplied under the contract / supply order for supply of Spares for Drager Make SCBA Model BG4

a. are new and unused.

b. are in accordance with contract specifications.

c. Shall have no defects arising out of design, materials or workmanship

Firm will stand guarantee for the parts supplied by them to be free from manufacturing / material/design defects and certify that parts are suitable for fitment on the SCBA Drager make model BG4. They will further guarantee satisfactory performance of the component for a period of 12 months from the date of fitment or 18 months from date of supply whichever is earlier under normal condition of operation.

11. **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) Warranty/Guarantee certificate

c) 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.

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.

12. **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.

13. **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.

14. **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

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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.

15. **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.

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

17. **Lowest Price Certificate:** You shall submit a Lowest Price Certificate as under alongwith this supplies. "The priced quoted are the lowest and are as applicable to CIL and its subsidiaries and other PSUs and Govt. department and undertakings".

18. **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.

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

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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.

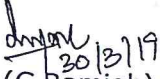
**20. GENERAL TERMS & CONDITIONS :** Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II

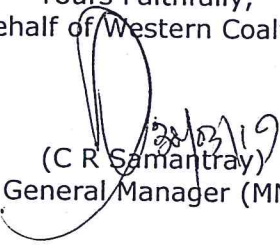
This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.

All other terms and condition shall be as per NIT

Encl:1.General Terms and Conditions of the supply order Annexure - ' I ' .

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

  
30/3/19  
(C Ramiah)  
Sr Manager(MM)

  
30/3/19  
(C R Samantray)  
General 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.
- 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/WCL/WEST/17-18/002 dated 23/04/2018.
3. GM(Rescue), WCL,MRS, Nagpur. This is against his Indent no. WCL/MRS/NGP/17/1075 dated 22/12/2017.
- 4 Depot Officer, WCL, Regional Store, Silewara, Nagpur Area, PO: Silewara,Pin:441109, Dist: Nagpur, Maharashtra.
- 5.GM(Fin)I/c, WCL, HQ, Nagpur: Budget Certification vide no. FA/WCL/Rev/GM(Rescue)/2018-19 Spares(imported)/06/01/52 dated 30/03/2019 for Rs.10,66,958.44/-

  
30/3/19  
Sr Manager(MM)

  
30/3/19  
General Manager(MM)

