

M/R

WCL S.O. No. 21100116518005 dt. 23.04.2018 placed on M/s. SAP Control Systems and Engineers Pvt. Ltd

(Under jurisdiction of Nagpur court only)

**WESTERN COALFIELDS LIMITED**

(A subsidiary of Coal India Limited & A Government of India Enterprise)



Office of the General Manager(MM)  
Materials Management Department,  
Coal Estate, Civil Lines  
Nagpur 440 001

Ph. PBX : 0712 - 2511381,  
2510691 Ext 5824  
Fax : 0712 - 2510284  
Website : westerncoal.nic.in

**Supply order**

Ref no: 21100116518005

date : 23.04.2018

To  
SAP Control Systems and Engineers Pvt. Ltd.  
Amar Plaza, 17/i IT park,  
Behind V.R.C.E Exchange,  
Gayatri Nagar, Nagpur - 440022  
Email - [sales@sapcontrol.com](mailto:sales@sapcontrol.com)  
Mob - 9822203900  
Fax - 0712247333

**By regd post with A/D**  
Vendor Code: 616215  
Vendor Category: Private

Sub: Supply installation and commissioning of centralized CCTV surveillance system for coal stocks of WCL.

Ref:-

1. This office Tender no. hq-pur-ra-kdp-e-027-2017-18 opened on 23.06.2017 (Tender ID - 2017\_WCL\_70879\_1)
2. Your Offer dated 21.06.2017 vide Bid ID - 208061
3. Anti profiteering certificate dated 01.08.2017 duly certified by CA submitted by you on e-procurement portal in confirmatory documents.
4. Your email dated 26.03.2018 extending the validity of offer till 30.04.2018

Dear Sir,

With reference to above, we are pleased to place supply order on you for supply installation and commissioning of centralized CCTV surveillance system for coal stocks of WCL as per scope & at prices, terms & conditions indicated below & general terms and conditions :

**SCOPE OF SUPPLY & PRICES:-**

Detailed scope & specifications shall be as per Annexure-Ib & Bill of materials with Individual price breakup with present / offered applicable GST as indicated in Annexure Ia.

**Item 1:**

Sl No.	Description	Price per set (Rs)
1	Total basic value per set for supply installation and commissioning of centralized CCTV surveillance system for 67 no: coal stocks of WCL followed by 4 (four) years CAMC after 1 year warranty period on turnkey basis as detailed in Annexure Ia & Ib	2,08,77,763.52

*Handwritten signatures and dates:*  
23/4/18  
23/04/18

1

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6	Minimum 21 inch Full HD LED Monitor	nos	5	4	2	5	4	4	5	5	6	4	44
7	8/10 Port Giga bit Managed Switch	nos	14	9	4	13	12	11	17	13	18	10	121

**Clause No. 6 : PAYING AUTHORITY:-** General Manager (Fin), WCL, HQ,  
Coal Estate, Civil Lines,  
Nagpur – 440 001

**Clause No.7: TERMS OF PAYMENT:-**

- 100% payment shall be made within 21 days after receipt and acceptance of material at consignee stores and receipt of satisfactory installation, commissioning, handover report and training certificate (if applicable) issued by HOD (E&T) WCL HQ or his authorized representative or date of submission of bills whichever is later.
- Payment shall be made only on submission of confirmed security deposit & performance Bank Guarantee and acceptance of same by WCL.

Your bank details as confirmed in your offer:

Name of the Bank and Branch	State Bank of India
Address of the Branch of the Bank	Plot no 373 ,North Ambazari road ,Near Dharampeth College. Gandhi Nagar
Account Number	10340401342
Nature of Account ( Cash, Credit , Current, Saving )	Cash Credit
IFS Code of the Branch	SBIN0008238

**Clause No.8: SUBMISSION OF BILLS:-**

Pre-receipted and stamped GST compliant 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:

- GST compliant invoice as per GST act.
- Packing list in original giving details of Bill of materials.
- Consignment note in original/RR/PWB in original.
- Eway bill (if applicable) – In the event the delivery of goods by the supplier is on FOR destination basis, the movement of the goods is to be initiated by the supplier and the supplier is liable to issue e-way bill.
- Manufacturer’s test certificate as per technical specifications.
- Warranty/Guarantee certificate.
- Delivery challan in original.
- Buyer’s copy of invoice in Original signed by authorised signatory
- SD / Performance Bank Guarantee copy
- Successful installation and commissioning certificate issued by area nodal officer.
- Any other documents required as per technical specifications & enclosed annexure and as indicated elsewhere in the order.

In case of Supply of spares is to be arranged after importing ordered items in “Original Packing” (Original packing would not be applicable for items which are shipped in open condition in containers etc.), following import documents are required to be submitted with each supply for acceptance of supplied spares to WCL in respect of imported items to be supplied in the system

*Handwritten signatures and dates:*  
1. *Handwritten signature*  
2. *Handwritten signature*  
3. *Handwritten signature*  
4. *23/04/18*



(i.e. sl no: 1,2,3,4,9,10 of Annexure Ia.):

- 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) for acceptance of spares 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.

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.

**Clause No.9: INSPECTION:-**

Final Inspection shall be carried out by the consignee at destination / stores.

**Clause no. 10: GUARANTEE/WARRANTY:-** You shall give composite guarantee / warrantee of satisfactory performance of the complete equipment ( along with accessories ) for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of stores by consignee whichever is earlier. A certificate to this extent shall be submitted by you along with the supply.

**Clause No. 11 : Security Deposit:-** You shall have to furnish the security deposit for a total amount of Rs. 24,63,577.00 (Rs. Twety four lakh sixty three thousand five hundred and seventy seven) in the form of Demand Draft or Bank Guarantee of any scheduled / Nationalized bank for 10% ( ten percent ) value of the awarded contract ( landed value ) without having any ceiling within 15 days time from the date of supply order. The same shall be as per format provided along with the supply order with a minimum validity of 6 months.

Security Money may be converted into performance bank guarantee (PBG). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order and in the form of BG. The validity of such BG should be as per requirement in PBG clause 12.

The BG issuance shall be as per procedure indicated above in clause 12.

**Clause No. 12 Performance Bank Guarantee :**

You shall have to furnish PBG for a total amount of Rs. 24,63,577.00 (Rs. Twety four lakh sixty three thousand five hundred and seventy seven) valid for (63 months) from the date of commissioning to cover the Guarantee / Warranty and AMC period i.e. for 10 % of the order value of the equipment along with accessories and CAMC charges for 4 years arrived at by adding all the taxes and duties applicable to the FOR Destination price of the materials on order as applicable. No payment will be made without submission of the performance bank guarantee. The PBG shall be as per format provided along with this supply order.

- The Performance Bank Guarantee shall be released after receipt of satisfactory performance and no claim certificate from the user department or suitably extended as per requirement.
- The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharastra).

Handwritten signature and date: 23/04/18

- 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.

**Clause No. 14 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.

**Clause No.15: PACKING:-** Packing as per clause No. 18 of Annexure – II i.e. general terms and conditions.

**Clause No.16: LOCATION OF DESPATCH :** "Amar Plaza" 17/1, Information Technology Park, Behind V.R.C.E Exchange, Gayatri Nagar. Nagpur-440022 (M.S)-India.

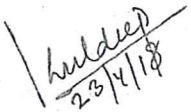
**Clause No.17: Price Certificate:** - As undertaken by you a Price Certificate shall be submitted by you along with consignment as under: "*Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/ department of the Govt. 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.*"

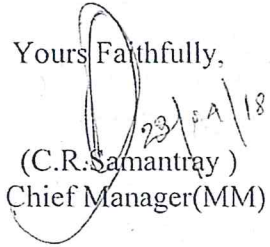
**Clause No. 18:- Any extra benefit of Input Tax Credit in future:-** In case of any extra benefit of Input Tax Credit in future, the same shall be passed on to WCL as per Anti-profiteering clause no. 171 of GST Act 2017.

**Clause No. 19:- PRE-CONTRACT INTEGRITY PACT:** Applicable – As submitted by you along with your offer.

This order shall be governed by enclosed General terms and conditions of supply unless and otherwise specified in the above paragraphs.

Please acknowledge receipt of the order within 15 days from the date of receipt of this order and return the duplicate copy of the order duly signed and stamped with seal of your company as a token of acceptance, otherwise it will be presumed that you have accepted the order for execution as per terms and conditions stipulated above.

  
( P.Kuldeep )  
Deputy Manager(MM)

Yours Faithfully,  
  
(C.R.Samantray )  
Chief Manager(MM)



WCL S.O. No. 21100116518005 dt. 23.04.2018 placed on M/s. SAP Control Sysstems and Engineers Pvt. Ltd

3. This refers to you authorisation vide letter dated 03.08.2017

M/s Netrack

Sy No 130, Machohalli Cross. Magadi Main Road, Bangalore - 560 091 Tel : +91 80 67846618 / 609 E:

info@netrackindia.com

4. This refers to you authorisation vide letter dated 31.07.2017

Ruckus wireless Inc

350, West Java drive

Sunnywale, CA 94089, USA

650-265-4200

— By AIRMAIL

**Copy to:-**

GM/SO(E&M)/Area nodal officer/SO(MM)/ Depot Officer – All areas

GM(E&M)-HOD, GM(M&S), GM(QC), GM(P&P), WCL, HQ, Nagpur.

GM(Fin)I/c — Concurrence ref. No. 3700057 dated 08.03.2018 of Dir(Fin) and approved by CMD WCL dated 13.03.2018

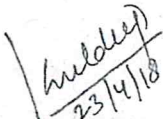
CM(E&T), CM(MM)Stores, WCL, HQ, Nagpur


Manager(Fin.)CP, WCL, HQ, Nagpur.

CGM(MM)/ GM(MM), SECL/MCL/NCL/CCL/BCCL/ECL/CIL

a. Shri A.K.Bajaj, A-167, Defence Colony, New Delhi – 110024 (IEM)

b. A.K.Mohapatra, IFS Retd, Qrs. No. B-5/9, Unit-9, Bhoi Nagar, Bhubaneshwar – 751022 (IEM)

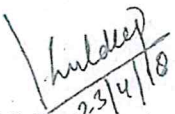

  
23/4/18  
( P.Kuldeep )  
Deputy Manager(MM)

  
23/04/18  
(C.R.Samantray )  
Chief Manager(MM)

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16	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 1st year after completion of Guarantee / Warranty Period for complete system as per NIT	1	LS	884361.10	18%	00440245
17	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 2nd year after completion of Guarantee / Warranty Period for complete system as per NIT	1	LS	884361.10	18%	00440245
18	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 3rd year after completion of Guarantee / Warranty Period for complete system as per NIT	1	LS	1205947.00	18%	00440245
19	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES for 4th year after completion of Guarantee / Warranty Period for complete system as per NIT	1	LS	1205947.00	18%	00440245

- Detailed Scope & technical specifications at Annexure - 'Ib' enclosed

  
( P.Kuldeep )  
Deputy Manager(MM) 

  
(C.R.Samantray )  
Chief Manager(MM)