


mm tech cell

	BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Office of the Chief General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
	SUPPLY ORDER
Under Jurisdiction of Dhanbad Court and Jharkhand High Court only	

Ref:- BCCL/PUR/211220/12-13/WALKIETALKIE/ 53/159

DATE- 05.11.2013

To,
M/s Electro Enterprises,
9C,Saila Kumar Mukherjee Road,
Howrah -711101

Registered Post
fax no:033 26668311
Vendor code:1/12/D/T/207

SUB: SUPPLY ORDER FOR REXON MAKE VHF HAND HOLD(MOBILE)TRANS RECEIVER

Ref:1.Our E-Tender No. BCCL/PUR/211220/12-13/WALKIETALKIE/ 53 DATE- 28 -08-2012

,cover-I opened on 12.10.12(OFF LINE) AND 13.10.12(ON LINE) and price-bid opened on 23-03-2013.

2.Your Offer no.EE/Q/12-13/71 Dated 10.10.2012

3.Your various subsequent correspondence last being vide letter no.EE/G-1/2013/7 Dated 26.09.2013

4.Our Letter of Intent (LOI) VIDE no.BCCL/PUR/211220/12-13/WALKIETALKIE/ 53/LOI/3637-40 DATE- 11.10.2013

5. Your letter no.EE/G-1/2013/7 Dated 31.10.2013

6.Letter no.RTCP/NM/12-13/92 Dated 01.10.2012 of M/S Rexion Technology corp,Taiwan

Dear Sirs,

With reference to the above, we are pleased to place an order on you for Supply of the following item at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

ITEM DESRIPTION	MAKE/MODEL	Unit Basic rate (Rs.)	Qty(Sets)	Extended value (Rs)
VHF hand hold(mobile)trans receiver with battery and antenna including battery charger (Manufactured by M/S Rexion Technology corp,261,JEN HWA Rd.,Tall Talchung,412,Taiwan)	Make:REXON Model:RL328CQ	8,750.00	50	4,37,500.00
CST@2% against Form"C"				8,750.00
Total Value (Rs.)				4,46,250.00

(Rupees Four Lakhs Forty six thousand two hundred and fifty only)

Contd-P/2

Nadeem
05/11/2013


05/11/13

-----2-----

TERMS AND CONDITIONS :

1.**Price:**FIRM and FOR Destination.

2.**SALES TAX:**CST @ 2% shall be payable extra against Form"C".

3.**ED:**Not applicable.

4.**Delivery period:** To commence within 3 to 4 weeks and to be completed within 6-8 weeks of the date of placement of order.Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

5.**Payment terms:**100% payment shall be made within 21 days after receipt and acceptance of the materials or from the date of submission of the bill, whichever is later by the consignee.

6. **Paying authority:**GM(F)MM,BCCL

7.**Security deposit:** : you are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank (The format shall be as was provided alongwith the NIT) of 10% value of the order(value means F.O.R destination price) i.e for **44,625.00 (Rupees Forty Four Thousand Six hundred and twenty five only)** within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad .In case you fail to deposit the same, the order shall be cancelled..Your EMD shall be refunded on receipt of the confirmed SD.

8.**Manufacturers Guarranty/Warranty:** The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

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

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of the materials, whichever is earlier.In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.The supplier will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

A certificate to this effect shall be submitted by you alongwith the supply.

9.**Price Fall Clause:** The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract /

Noted
05/11/2013

[Signature]
05/11/13

Contd-P/3

-----3-----

Supply Order. If you, at any time during the pendency of the Contract / Supply Order, sell or offer to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, you shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced. A certificate to this effect shall be submitted by you along with the supply.

10. PERFORMANCE BANK GUARRANTY(PBG): PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order i.e. **Rs 44,625.00 (Rupees Forty Four Thousand Six hundred and twenty five only)** shall have to be submitted by you to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The format for PBG shall be as was provided along with the NIT.

(No payment will be made without submission of Performance Bank Guarantee & Security Deposit)

11. Availability of spares: As per undertaking given by your principal M/S Rexon Technology corp, 261, JEN HWA Rd., Tall Talchung, 412, Taiwan vide their letter no. nil dated 28.12.2012, the availability of spares for a minimum period of six years from the date of installation/commissioning shall be made for smooth maintenance of the VHF hand hold (mobile) trans receiver set during the service life of VHF set. A certificate to this effect shall be submitted along with supplies.

12. PENALTY FOR FAILURE TO SUPPLY IN TIME: The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (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 delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) To purchase 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 defaulting supplier and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL 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

Contd-P/4

P
05/11/13

Nadeem
05/11/13

supplier in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the supplier shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

13. SUBMISSION OF BILL: 100% value of bill duly stamped, signed & pre-receipted in five copies, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

14. Inspection and Tests:

- i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.
- v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

15. PACKING: Consignment shall be supplied in suitable standard proper packing.

16. FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL 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.

17. TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk. You will ensure safe arrival of the consignment at consignee's stores.

Contd-P/5

Ref:- BCCL/PUR/211220/12-13/WALKIETALKIE/ 53/ 159

05.11.2013

-----5-----

18. CONSIGNEE: Depot Officer, Regional Stores, BCCL Block-II Area, Dist: Dhanbad, Jharkhand

19. ALLOCATION: AM(E&M), BCCL, Block-II Area

20. LOWEST PRICE CERTIFICATE: You shall submit a certificate along with the bills as stated below:

"The rates of the stores under the contract are the lowest at which we are selling to any other customer/ Govt. Dept. / Subsidiaries of CIL/ Other PSU's"

21. ISSUE OF ROAD PERMIT: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

This contract is concluded with the issuance of this supply order.

Yours faithfully,
For & on behalf of Bharat Coking Coal Ltd.

Nadeem
25/11/2013
(Nadeem Khan)
Management Trainee(MM)

05/11/13
(C R Samantray)
Chief Manager(MM)

Encls:

1. Technical Specification-Annexure "A"

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No. RS-Block-II/15/P&M/171/11-12 DTD. 22.06.2011 of Block-II Area I.R. 211220 dated 24.01.12	e-BC No BCCL/C&B/CAP/Reg PN 25/SN-222/e-BC no 443 dated 21.10.2013 (Cap 13-14), Head-P&M, Unit code(system)-GM(Block-II) for Rs. 4,46,250/- & e-FC No 139 dated 04.11.2013(HQ) for Rs 4,46,250/-

Copy by Airmail to : M/S Rexion Technology corp, 261, JEN HWA Rd., Tall Talchung, 412, Taiwan.

Copy:

1. GM (E&M) I/C, BCCL, Koyla Nagar

2. GM (Fin) MM, Koyla Bhawan

3. GM, B-II Area

4. Depot Officer, Regional Stores, BCCL Block-II Area

5. AM(E&M), BCCL Block-II Area

6. CHIEF MANAGER(F)C&B, BCCL HQ, Dhanbad.

7. MM(Tech Cell), MM Div, Koyla Bhawan.

8. IEM: Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata - 700 064

9. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

10. MF/Office Copy

Nadeem
25/11/13
Management Trainee(MM)

05/11/13
Chief Manager(MM)

ANNEXURE-A

TECHNICAL SPECIFICATIONS

Field programmable light weight walkie talkie set(without display and DTMF Keypad) with standard accessories(Helical antenna,belt clip,Battery (high capacity) &Charger),confirming to the specifications as mentioned below:

- 1.Field programmable
- 2.Frequency Band: 136 to 174 Mhz(RX 161.375MHz,TX 166.925MHz)
- 3.Mode of Operation:Single or two frequency Simplex Press to talk with built in mike and speaker
- 4.Output Power: programmable 1 to 5 watts at Antenna port
- 5.Type of Emission:11KOF3E
- 6.Channel capacity:Min 16
- 7.Channel Spacing: 25KHz/12.5 KHz
- 8.Frequency stability TX/RX:0.00025%
- 9.Modulation:FM
- 10.Audio O/P:min. 500Mw
- 11.Receiver Sensitivity:better than 0.3mu V at 12db SINAD
- 12.Squelch:Carrier,DCS
- 13.Operating temperature:upto+55degree C
14. Audio O/P Bandwidth:300MHz to 3KHz
- 15.Audio Distortion:Less than 5%
- 16.Adjacent Channel selectivity:Better than - 60dB
- 17.The sets should have channel scanning and priority channel programming
- 18.Audio alarm for low battery indication
- 19.Walkie talkie set should be supplied with all standard accessories like belt clip,helical antenna,battery and its charger etc
- 20.Battery should be supplied for minimum 10hrs of continuous operation
- 21.Suitable battery charger with all accessories with a visual indication for charging and charged state.
- 22.The walkie talkie should be rugged and work in dusty condition of mine and Humidity upto 95%.The bidder should ensure that system is enclosed in a dust proof enclosure and properly sealed against humidity.

Nadeem
05/11/2013


05/11/13