


mm tech cell

P.O # BCCL/PUR/111024/AB SWITCH/11-12/ 104/163

Dt:08.11.2013

1

	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)
PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

Ref: BCCL/PUR/111024/AB SWITCH/11-12/ 104/163

Dt:08.11.2013

To

M/S Genuine Trade Centre
109, Netaji Subhash Road,
Kolkata-700001

Registered Post

(Vendor code:1/03/M/X/160)

SUB: Supply of AB Switch

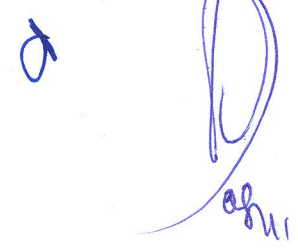
Ref:

- i) Our e-tender no. BCCL/ PUR/111024 /AB Switch/11-12/104, Cover-I opened on 07.02.2013(off- line) and on 08.02.2013 (on-line) and Cover-II(Price bid) on 04.04.2013
- ii) Your offer no. GTC/12-13/E022/A B Switch Dated 02.02.2013& Authorisation of Principal vide letter no PEI/Auth/2012-13/BCCL/54 dated 02.02.2013
- iii) Your letter no. GTC/12-13/E022/A B Switch/A dated 15.03.2013
- iv) Your letter no. GTC/12-13/E022/A B Switch/11-12/104/A dated 30.03.2013
- v) Your letter no. Authority dated 27.05.2013
- vi) Your letter no. GTC/12-13/E022/A B Switch/DHN dated 29.05.2013
- vii) Your letter no. GTC/12-13/E022/A B Switch/DHN/B dated 28.06.2013
- viii) Your letter no. GTC/12-13/E022/A B Switch/C dated 22.08.2013
- ix) Your letter no. GTC/12-13/E022/A B Switch/104/B dated 07.09.2013
- x) Your letter no. GTC/12-13/E022/A B Switch/11-12/104/C dated 07.11.2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of following **AB Switch manufactured by M/s Power Electrical Industries,Kamardanga,Santaragachi,Howrah-711104** at following price, terms and conditions and general terms and conditions of NIT.

ITEM SL No	ITEM DESCRIPTION	QTY.	UNIT BASIC RATE (RS.)	EXTENDED VALUE (RS.)
1	AB Switch 33 KV 1250 Amp	03	51000.00	153000.00
2	AB Switch 11 KV 1240 Amp	10	36000.00	360000.00



	Sub Total			513000.00
	CST @ 2%			10260.00
	Landed Value(Rs.)			523260.00
	CMPDIL Inspection Charge @ 1% of F.O.R. Destination value(Rs.)			5232.60
	Service Tax on CMPDIL Inspection charge @12.36 % (Rs.)			646.75
	Grand Total Landed Value (Rs.)			529139.35

(Rupees Five Lakh Twenty Nine Thousand One Hundred Thirty Nine and paisa Thirty Five only)

1. **PRICE:** FIRM and FOR destination basis
2. **EXCISE DUTY:** Not Applicable. If applicable during the pendency of contract the same shall be borne by you.
3. **SALES TAX: CST shall be Payable** extra as applicable within the stipulated delivery schedule against concessional form "C". Present rate of CST is @ 2% against concessional form "C".
4. **FREIGHT & INSURANCE:** Nil
5. **PACKING & FORWARDING:** Nil
6. **PAYMENT TERMS:** 100% shall be made within 21 days from the date of receipt and acceptance of the material by the consignee or from the date of receipt of suppliers' bills, whichever is later .
7. **DELIVERY PERIOD:** shall be completed Within 04 months. Delivery shall be reckoned from 10th day of issue of order . The date of receipt of materials at our stores shall be treated as the date of delivery.
8. **SECURITY DEPOSIT:** You shall will be required to deposit as security money 10% of the value of this contract (including Taxes, duties, and other charges to the FOR Destination prices i.e.for **Rs.52,914.00(Rupees Fifty Two Thousand Nine Hundred Fourteen only)** without having any ceiling in the form of Bank Draft / Bank Guarantee (on **Rs.250/-** non-judicial stamp paper(as per enclosed Format) within 15 days from the date of order. The validity of BG will be for a period of 3 months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. **The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.**
9. **PAYING AUTHORITY:** GM(Fin)MM, Koyla Bhawan, Dhanbad.

---contd page 3--

10 Bank Details for EFT as submitted by you alongwith your offer:-

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	Genuine Trade Centre Phone:033-22712439 Fax:033-22712587
2	PARTICULARS OF BANK ACCOUNT:	
	A.BANK NAME:	Indian Overseas Bank
	B.BRANCH NAME:(Including RTGS Code)	Amratolla Branch, Kolkata IOBA0000720
	ADDRESS:	4A, Roopchand Roy Street,Kolkata-700007
	C.9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700020010
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	E.LEDGER NO./LEDGER FOLIO NUMBER:	
	F.ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	072002000018355

11. **CONSIGNEE:** Depot officer, Central Stores, Ekra, Dhanbad

12 **ALLOCATION:** GM(E&M),BCCL, Koyla Bhawan ,Dhanbad

13. **INSPECTION CLAUSE:** Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans.

Verification of records and documents of your works.

Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost.

Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1.0% of total F.O.R. Destination price with service Tax of 12.36%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

---contd page 4--

2



Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract. ---contd page 4--

The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.

The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above

Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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 shall be arranged by the consignee after receipt of the material at our destination.

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.

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

14. 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. ---contd page-5 --



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 successful tenderer 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 successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

15.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 other documents as per order.

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

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

16. 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 successful installation 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 along with the supply.

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

18.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.

---contd page-6 --

d



19.PERFORMANCE BANK GUARANTEE: PBG (as per enclosed Format) 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.52,914.00(Rupees Fifty Two Thousand Nine Hundred Fourteen only)** . The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any shall have to submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply.

20.PRICE-FALL CLAUSE: i)The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM),Bharat Coking Coal Limited , Commercial Block , Level -III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

A certificate to this effect shall be submitted alongwith the supplies.

21..LOWEST PRICE CERTIFICATE: You shall submit a certificate from the principal 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”

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

This contract is concluded with the issuance of this supply order. We are enclosing a copy of the supply order. This issues with the approval of the competent Authority.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No BCCL/CGM(E&M)/F-Central Indent(Elect.)/2010-11/027 dated 21-01-2011	e-BC No BCCL/C&B/CAP/Reg.PN -25/SN-223/e-BC no 444 dated 22.10.2013 (Cap 13-14),Head-P&M for Rs 5,29,139.35
I.R. 111024(11-12) dated 16-04-2011	e-FC No 140 dated 08-11-2013(HQ) for Rs 5,29,139.35

---contd page-7 --

