

**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the General Manager(MM)  
Materials Management Department  
Commercial Block L-III , KoylaBhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183) CIN:U10101JH1972GOU1000918  
( Under Jurisdiction of Dhanbad Court and Jharkhand High Court only)

SUPPLY ORDER NO. BCCL/PUR/13-14/313203/PA SYSTEM HRD/15-16/73/254

dtd.29.03.2016

To

By Speed/Regd post

M/S ENKAY TECHNOLOGIES ( INDIA ) PVT. LIMITED  
122A, SOUTHERN AVENUE, 6TH FLOOR,  
KOLKATA-700029

e mail: kolkata@enkayindia.com/sbhaskar@enkayindia.com  
Phone:033 - 2466970 / 9339951811

(VENDOR CODE:1/12/D/T/168) PAN NO:AAACE1300N

SUB: SUPPLY AND INSTALLATION OF PA SYSTEM

REF: 1.Your offer(Bid id no.68747)and subsequent correspondence against our e tender no. BCCL/PUR/13-14/313203/PA SYSTEM HRD/RENTENDER/15-16/73 Date- 09.11.2015 cover-I opened on 07.12.2016 and Price bid(on line) opened on 09.02.2016,TENDER ID: 2015\_BCCL\_26179\_1

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place order on you for supply and installation of PA System as per break up itemwise details/ description and quantity of requirement alongwith make/model with price as indicated in Annexure-A-1 attached and as per detailed technical specification and special terms and conditions enclosed at Annexure-A2 and A3, at following price, terms and conditions and as per General terms and conditions of NIT.

DESCRIPTION	LANDED PRICE INCLUSIVE OF TAXES(RS)
SUPPLY OF PA SYSTEM (WITH break up itemwise details/ description and quantity of requirement alongwith make/model with price as indicated in Annexure-A-1 attached and as per detailed technical specification and special terms and conditions enclosed at Annexure-A2 and A3)	Rs.19,30,713.83
INSTALLATION AND COMMISSIONING OF COMPLETE EQUIPMENTS/SYSTEM INCLUDING TRAINING	Rs.32,294.87
Total Landed cost of supply, installation and commissioning of PA system	Rs.19,63,008.70

(RUPEES NINETEEN LAKHS SIXTY THREE THOUSAND EIGHT AND SEVENTY PAISA ONLY)

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1. **PRICE:** FIRM and FOR destination basis
2. **EXCISE DUTY:** Not Applicable. If applicable during pendency of the contract ,the same shall be borne by you.
3. **SALES TAX/SERVICE TAX:** CST@14.5% or 5% and Service tax including cess @14.5% as shall be payable extra as currently applicable for the respective items/jobs as indicated item wise /job wise in Annexure A-1.The same shall be payable extra at actuals at the rate legally applicable within the stipulated delivery period.
4. **PAYMENT TERMS:** 100% payment will be made within 30 days of submission of bill after successful installation of PA system at HRD, Kalyan Bhawan. For payment you shall submit pre-receipted invoice in five copies(refer clause for submission of Bill) along with Installation and commissioning note in original duly certified by the respective user. scanned copy of Your bank details/EFT mandate submitted by you alongwith your offer is enclosed for payment through EFT.
5. **DELIVERY PERIOD:** To be delivered within Two months including Supply, installation and Commissioning from the 10th day from the date of order and the date of installation and commissioning of the complete system shall be treated as the date of delivery.
6. **SECURITY DEPOSIT:** You are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the contract i.e for Rs 1,96,300.00 (Rupees One lakhs Ninty Six thousand Three hundred 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. If you fail to deposit the security deposit within 15(fifteen) days from the date of the supply 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. Your EMD submitted alongwith the offer shall be refunded on submission of confirmed Security deposit. The Security money may be converted into PBG in this case as PBG is required for the same amount.The format for BG shall be as was provided alongwith the NIT.The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D.
7. **PAYING AUTHORITY:** CM (F) Payl/C, Koyla Bhawan, Dhanbad.
8. **CONSIGNEE:** Depotofficer,centralstores,Ekra,Dist.Dhanbad,Jharkhand.
9. **ALLOCATION:** HRD, Kalyan Bhawan, BCCL

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**10. 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.

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

**11. 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

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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 canceling 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 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.
- 12.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, Lowest Price Certificate, and any other documents indicated elsewhere in the order.

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

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

**13.COMPOSITE GUARANTEE / WARRANTY-** The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment/stores 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.

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- (b) Is in accordance with the contract specifications.  
(c) Shall have no defects arising out of design, materials or workmanship.

Minimum 12 months from the date of completion & handing over of the work as described in the Tender Document. A certificate to this effect must be submitted alongwith the supply. 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. You 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/stores 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/stores. 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.

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

**15. 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.

**16. PERFORMANCE BANK GUARANTEE:** PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of gauranty/warranty peiord for 10 % value of the contract i.e for Rs 1,96,300.00 (Rupees One lakhs Ninty Six thousand Three hundred only) shall have to be submitted to MM Division, BCCL, KoylaBhawan on or before commencement of supply. The format for PBG shall be as was provided alongwith the NIT.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

**17. AFTER SALES SERVICE:** After Sales service shall be rendered by you .

**18. LOWEST PRICE CERTIFICATE:** You should submit a certificate along with bill as stated below:

“The rates of the stores under this contract are the lowest at which we are selling to any other Customer / Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be

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applied to this contract from that date"

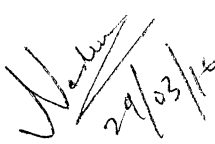
**19.PRICE-FALL CLAUSE:** The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offersto sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

**20.INSTALLATION, & COMMISSIONING:** Installation and commissioning shall be done by you at the designated site as shall be indicated by the GM(E&M)I/C,BCCL.The site for installation shall be made readily available on receipt and acceptance of the materials at consignee's end. Installation and commissioning shall also include Training and programming.


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

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER, SHORTFALL DOCUMENTS AND YOUR SUBSEQUENT LETTERS.

N.B:- This purchase order/ contract is issued with the approval of the Competent Authority. This contract is concluded with the issuance of this order.

  
(Nadeem Khan)  
Asst Mgr(MM)

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

  
(A.D.santhish)  
Chief Manager(MM)

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	B C & F.C. No, with date
IRNO.313203 dtd.16.10.13	BC no.BCCL/C&B/CAP/Regpn-103/SN-106 Ebc No.1895 Dtd. 03.07.2015 for Rs 19,68,291.90 eFC no.1893 dated 28.03.2016 for Rs.19,63,008.70

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ENCLOSURE:

1. ANNEXURE-A-1: BREAK UP OF ITEM WISE DETAILS /DESCRIPTION AND QTY OF REQUIREMENT ALONGWITH MAKE/MODEL WITH PRICE
2. ANNEXURE-- A-2- TECHNICAL SPECIFICATIONS
3. ANNEXURE -- A 3- SPECIAL TERMS AND CONDITIONS
- 4.. EFT MANDATE
5. FORMAT FOR SECURITY DEPOSIT/PBG

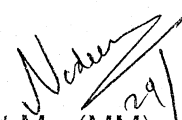
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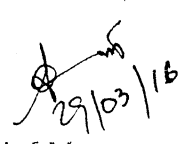
1. M/S Bosch Limited, Post Box No:9044,91-A Park Street, Kolkata-700016

Copy to(For internal circulation):

2. GM (E&M) I/C, BCCL, , Koyla Nagar
3. DYGM(F)(C&B)/CFM(Pay) I/C, Koyla Bhawan
4. CM(E&M)E&T, BCCL
4. Depot officer, Central stores, Ekra, Dist. Dhanbad, Jharkhand
5. Shri Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata – 700091
6. Master File/Office Copy
7. MM(Tech Cell), MM Div, Koyla Bhawan
8. GM(hrd), Kalyan Bhawan

This issues with the concurrence and approval of the competent Authority.

  
Asst Mgr(MM)

  
Chief Manager(MM)