


MM (Tech cell)

	<p>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)</p>
<p><u>PURCHASE ORDER</u></p>	<p>Under Jurisdiction of Dhanbad Court and Jharkhand High Court only</p>

SUPPLY ORDER NO.BCCL/PUR/312263/12-13/PA SYSTEM/13-14/04/266

Dated 31.01.2014

To,

M/S Cyberace Infovision Private Limited,
E-213,Gyan Devi Sadan,
Manasaram Park,Uttam Nagar,Dwarka,
Newdelhi-100059

By Speed/Regd post
(Vendor Code:1/01/D/T/032)

SUB: SUPPLY,INSTALLATION AND MAINTENANCE (FOR FIVE YEARS AFTER EXPIRY OF GUARRANTY/WARRANTY PERIOD) OF P A SYSTEM

REF:1.Our e tender no.BCCL/PUR/312263/12-13/PA SYSTEM/13-14/ 04 DATED 08.04.13 ,Cover-I opened on 23-05-2013 (OFFLINE) AND 24-05-2013 (ONLINE) and Price bid opened on 13.08.13 for supply,installation and maintenance (for five years after expiry of guarranty/warranty period) of P A System

2.Your offer no.Nil Dated Nil and subsequent correspondence

3.Your letter no.nil Dated 12.08.13& 29.08.13

4.Your letter no.CIPL/PABCCCL001/Ver.10 dated 10.10.2013 confirming the reduced price

5.Our letter no. BCCL/PUR/312263/12-13/PA SYSTEM/13-14/04/1802 dated 04.07.13 ,no.3129-30 dated 12.09.13.

6.Letter no.Nil dated 17.05.13 of M/s Ahuja Radios, Newdelhi

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place **PURCHASE ORDER** on you for supply and installation of PA System as per item wise description and requirement indicated under (as per detailed technical specification enclosed at Annexure-A) followed by maintenance under CAMC at following price, terms and conditions:

Contd.p/2


21/01/14

-----2-----

SL NO	ITEM DESCRIPTION	UM	Quantity	MAKE/MODEL	Basic Rate per unit (Rs)	EXTENDED VALUE(Rs)
	PA SYSTEM FOR PLAYING MUSIC (as per detailed technical specification enclosed at Annexure-A) With item wise details to be supplied with price break up as under:	One system	One system			
1	Out door Speaker including the following specification 40 Watts PA Garden Speaker fitted with 2 nos of response and water resistant polypropylene cone speakers	Nos	112	Ahuja	8,200.00	9,18,400.00
2	Foundation work(Cemented base) metal plate	Nos	112	Std quality	500.00	56,000.00
3	2 core, armoured cable	Mtrs	700	Polycab/Tekson	110.00	77,000.00
4	Wire and accessories	Mtrs	350	Std quality	25.00	8,750.00
5	DVD Player	Nos	2	Philips	3,200.00	6,400.00
6	Junction Box	Nos	112	Std quality	60.00	6,720.00
7	1000 Watt Amplifier(8 Mic & 4 Aux Inputs)	Nos	4.00	Ahuja	34,000.00	1,36,000.00
8	250 Watt Amplifier (6 Mic & 2 Aux Input)	Nos	2.00	Ahuja	19,500.00	39,000.00
9	Rack Mounting(Wood)	Nos	2.00	Std quality	10,000.00	20,000.00
	BASIC COST OF THE SYSTEM					12,68,270.00
	CST @ 12.5% for all items at sl.no.1,2,4 to 9. & CST @ 5% for item no.3(Rs.)					1,52,758.75
	Installation charges					Free of cost
	LANDED COST OF THE SYSTEM (A)					14,21,028.75
	Post Warranty Comprehensive Maintenance charges (CAMC) for 5 years post warranty period after expiry of warranty period.	For 60 months period	For complete system			4,43,925.00
	Service tax @12.36% on CAMC charges(Rs.)					54,869.13
	Total CAMC charge for five years (B)					4,98,794.13
	TOTAL LANDED COST OF THE SYSTEM ALONGWITH CAMC FOR 5 YRS(RS) ..(A+B)....					19,19,822.88

Contd.p/3

-----3-----

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:**CST@12.5% shall be payable extra for all items except item sl.no.3,for which CST shall be payable @5%extra.

4.**Comprehensive Annual Maintenance Contract(CAMC) for a period of Five Years**

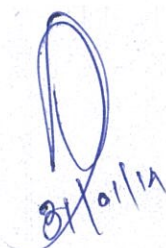
After expiry of Guarantee/Warranty Period:The PA System consisting of all items as at sl.no.1 to 9 shall be covered under a Comprehensive Annual Maintenance Contract(CAMC)for a period of Five Years after expiry of Guarantee/Warranty Period(as indicated under Guarantee/Warranty clause no.14) of the PA System.The scope and terms and condition of CAMC shall be as per relevant clause given under.

5.**PAYMENT TERMS:**100% payment towards supply and installation shall be released within 30 days after successful installation and commissioning of all the equipment supplied at respective user locations and submission of Performance Bank Guaranty. 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. Photo copy of Your bank details/EFT mandate submitted by you alongwith your offer is enclosed for payment through EFT.

Payment towards 5-year post-warranty comprehensive on-site maintenance support shall be payable after completion of every quarter on pro-rata basis against submission of pre-receipted bill in triplicate along with a certificate from the respective user regarding satisfactory performance of the PA System. The bills for post-warranty support shall be submitted to E&T Department at BCCL HQ.

6.**DELIVERY PERIOD:**Within one month from the 10th day of issue of the order. However ,delivery may be improved upon..

7.**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 order(value means F.O.R destination price) i.e. for **Rs.1,42,103.00(Rupees One Lakh Forty two Thousand One hundred and three 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. TheSecurity 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



Contd.p/4

-----4-----

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

8. PAYING AUTHORITY: CFM (Pay)I/C, Koyla Bhawan, Dhanbad.

9. CONSIGNEE: Depot officer, central stores, Ekra, Dist. Dhanbad, Jharkhand.

10. ALLOCATION: shall be given by GM(E&M), BCCL, Koyla Bhawan.

11. 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 .

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:



Contd.p/5

-----5-----

- 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 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.
- 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, 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)

14.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.

(b) Is in accordance with the contract specifications.

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



Contd.p/6

-----6-----

The supplier shall guarantee for the satisfactory performance of the complete stores for a period of 12 months from the date of successful installation/commissioning or 18 months from the date of receipt and acceptance ,whichever is earlier. 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.

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. PERFORMANCE BANK GUARANTEE: PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of CAMC period for 10 % value of the order i.e 1,42,103.00(Rupees One Lakh Forty two Thousand One hundred and three only)(order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) 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

18. TERMS AND CONDITIONS OF COMPREHENSIVE AMC(CAMC) FOR A PERIOD OF FIVE YEARS AFTER EXPIRY OF GUARANTEE /WARRANTY PERIOD:

(i) No extra charges will be paid by the BCCL for any spare parts including rubber/plastic parts and cable. No extra charges would be paid for providing standby machine.



Contd.p/7

-----7-----

(ii) Servicing, replacements, renewals etc will be carried out on site and only genuine OEM specific spare part/assemblies will be used for the purpose. Replacement of parts should be done in consultation with the Nodal Officer of BCCL and a record is to be maintained.

(iii) You will be responsible for smooth and satisfactory working of the KTS machines in all respects and obtain certificate from the concern department that machine has been working satisfactory during the relevant period.

(iv) The CAMC payment will be made on quarterly basis after completion of time with satisfactory service report from concern department.

(v) Routine cleaning of all the machines and their accessories has to be carried out once in 3 months.

(vi) Non-performance of preventive maintenance shall attract penalties as per penalty clause.

(vii) Your maintenance engineer shall submit a service slip to BCCL Nodal officer after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, model no., sl. no. to be maintained in the log book.

viii) Penalty for not attending complaints against having fault in machines :

(a) All faults booked before 11:00 hrs on any working day will have to be rectified within 24 hours. In case the firm fails to rectify within the time frame, If the firm fails to make the system/extension working by any of the two options:

(i) In case of system failure, penalty of Rs. 500/=(Rs. five hundred) only will be imposed per working day.

(ii) In case of Extension failure, penalty of Rs. 200/=(Rs. two hundred) only will be imposed per working day.

Fault booked will be treated as rectified, if any, only when the vendor gets satisfactory report from the user Department on the date of rectification. Breakdown period will include Saturday, Sunday, and Holiday.

(b) In case if non-adherence to preventive maintenance schedule, a penalty of Rs. 500/=(Rs. Five hundred) only per visit failure will be charged.

(c) In case of fault persists beyond one week or faulty equipment is taken by vendor for repair and not returned within one week after repair, BCCL shall be at liberty to get the same repaired from outside source and recover the cost from pending bill of vendor or from performance bank guarantee.

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

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

Contd.p/8



-----8-----

"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 applied to this contract from that date"

21.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.

22.INSTALLATION&COMMISSIONING :Installation and commissioning shall be done by you at the designated site as shall be indicated by the GM(E&M),BCCL free of cost.The site for installation shall be made readily available on receipt and acceptance of the materials at consignee's end.

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.

(C R Samantray)
Chief Manager(MM)

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No 12 dated 06.10.12 I.R. 312263 dtd 04.02.13	CapitalBCCL/C&B/CAP/Reg PN 35/SN-285/e BC no.526 dated 23.01.2014(CAP 13-14) for Rs. 15,55,237/- and Capital e-FC No 187(HQ)dated 31.01.2014 for Rs14,21,028.75
	Revenue budget for FY 2014-15 to 2019-20
	and communicated vide letter no.BCCL/FIN(C&B)/13/D/336 Dtd.21.01.13 CM(F)C&B,BCCL addressed to CGM(E&M) for Rs7,41,840/- And Adv BC Sl.no.01 &e-FC No BCCL/Rev/CM(Fin)Pay I/C/ FC/13-14/Telecom Dept/PA System/01 dated 31.01.2014 forRs. 4,98,794/-

Contd.p/9

-----9-----

Enclo:

- 1.Technical Specification(Annexure"A")
- 2.Photocopy of EFT mandate

Copy:

1.M/S CyberaceInfovision Private Limited,22(1),
Moonlight Building,M.V.Road,Andheri(East),Mumbai-400069

2.M/S CyberaceInfovision Private Limited,5/81,
Om SadguruPrasad,CHS,ShastriNagar,Goregaon(West),Mumbai-400104

3.M/S Ahuja Radios,215,Okhla Industrial Estate,Newdelhi-110020

Copy to(For internal circulation):

1. GM (E&M) I/C, BCCL, , Koyla Nagar
2. CFM(Pay) I/C , KoylaBhawan
3. CM(E&M)E&T,BCCL
- 4.Depot officer,Central stores,Ekra,Dist.Dhanbad,Jharkhand
- 5.Justice Ashok Kumar Chakraborty (Retd.), BB-69, Sector I Salt Lake, Kolkata – 700064
- 6.Master File/Office Copy
- ✓ 7.MM(Tech Cell), MM Div, KoylaBhawan
- 8.GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

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

Chief Manager(MM)

ANNEXURE- "A"**TECHNICAL SPECIFICATION FOR PA SYSTEM**

1	SUPPLY, INSTALLATION AND MAINTENANCE OF P A SYSTEM FOR PLAYING MUSIC	
Sl. No	Description of Articles	
1	Out door Speaker including the following specification 40 Watts PA Garden Speaker fitted with 2 nos of resopnse and water resistant plypropylene cone speakers	Input power 40 W RMS, SPL(1W/1m)-88Db, Impedance-250/500/1k/2kΩ
2	Foundation work(Cemented base) metal plate	
3	2 core, armoured cable	
4	Wire and accessories	
5	DVD Player(Standard Make) Make to be specified	Ultra Compact Design ,USB Content Playback ,Multi Disc and Format Playback, Fast and Slow Playback with Sound, JPEG Playback with MP3 BGM, Multi Disc Resume
6	Junction Box	
7	1000 Watt Amplifier(8 Mic & 4 Aux Inputs)	Power Output-1350 W Max., 1000 W RMS at 10% THD, Signal to noise Ratio-60dB
8	250 Watt Amplifier (6 Mic & 2 Aux Input)	Power Output-300W Max., 250 W RMS at 10% THD, Signal to Noise Ratio 60 Db, Speaker Outputs-4Ω, 8Ω, 70 V & 100V
9	Rack Mounting(Wood)	



Chief Manager(MM)