

Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company
(A Subsidiary of Coal India Limited)
Regt. Off: Koyla Bhawan,Koyla Nagar, Dhanbad-826005
CIN: U10101JH1972GOI000918

Office of the General Manager

Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181

Fax No.: 0326-2230183

Website: www.bcclweb.gov.in

Supply / Purchase Order

Under jurisdiction of Dhanbad Court and Jharkhand High Court only

Ref no: BCCL/PUR/CS & NR Valve-200mm/MB/2017/06

Date: 21.04.2017

M/s. CRI PUMPS PRIVATE LIMITED,

Unit: Rago Industries,

S.F.no. 10/150, Masagounden Chettipalayam,

Oraikalpalayam, Kunnathur Pudur(P)

Coimbatore-641107.

Contact Person: Mr. Vivekananth S Contact Number: 09626961006

e-mail ld no:vivekananth.s@cripumps.com

BY SPEED POST

Vendor Code: 1/19/M/T/024 Category: Manufacturer.

Sub: Supply of Cast Steel Non-return Valve-200mm.NB.

Ref: BCCL Tender No: BCCL/Pur/Kol/CS&NR Valve-200mm/2016/04 Opened on 09.08.2016 and your e-mail dated 13.04.2016

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place Purchase Order on you for supply of Cast Steel Sluice Valve-200mm.NB (Class-300) (Material Code: 94036180028 at the following price, terms and conditions:

SCOPE OF SUPPLY

SI no.	Item		Qty. (Nos)	Basic Rate (in Rs.)	Basic Value
1.	1. Cast Steel Non-return Valve as per Broad Technical specification & MOC of Broad dimensions as per Annexure-II attached. The surface quality of Steel Casting shall be as per IS: 8092/1992 with latest Amendment.		9		
	Size: 200mm.NB. (Class - 300) Brand: -447		36	31728.00	Rs.11,42,208.00
	· Exc	Rs. 1,42,776.00			
		Rs.12,84,984.00			
	,	Rs. 25,699.68			
		Rs.13,10,683.68			
	F	Rs. 33,300.00			
		Rs.13,43,983.68			
	Inspection charges @1% on FOR Value:- Service charges @15% on Inspection charges:-	Rs. 13,439.83 Rs. 2,015.98			
	Total:-	Rs. 15,455	.81		15,455.81
	Grand Total:-				Rs.13,59,439.49
		Rs.13,59,440.00			

(Rupees Thirteen lakhs Fifty Nine thousand Four hundred Forty only)

TERMS & CONDITIONS:

- 1. Payment Terms: 100% within 21 days of receipt and acceptance of the materials or from the date of receipt of Bills, whichever is later, by the consignee.
- 2. Prices: FIRM and FOR destination.
- 3. Excise Duty: Excise Duty extra as applicable at the time of supply. Presently @12.5%. Cenvatable Invoice is to be submitted by the firm in favour of BCCL as per Rule.
- 4. Central Sales Tax: CST extra as applicable at the time of supply against C Form. Presently @2%.
- 5. Freight charges: Freight charges shall be paid extra at actual, subject to ceiling limit against documentary evidence @Rs.925 per pcs for Cast Steel Non-return valve of 200mm.NB.
- 6. **DELIVERY SCHEDULE**: -- Supply to be completed within 4(Four) months or earlier from the date of receipt of supply order. Delivery 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 from the date of receipt of order.
- 7. Security Money: You are requested to furnish a sum of Rs.135944.00 by way of Demand Draft payable at Dhanbad or through a Bank Guarantee (Format as per Appendix-II) of any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" as Security Deposit within 15 days which will be refunded after satisfactory completion of the order.
- 8. Inspection Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @1% on FOR destination price and Service Tax @15% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials.
- 9. Transit Insurance Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

10. 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 is 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 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.

11. 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.
- 12 **Submission of Bills**-100% value of bill duly stamped, signed & pre-receipted in quadruplicate as per terms of the order should be submitted initially to the consignee, which will be subsequently forwarded by the consignee to the Paying Authority for payment.

Bill should be submitted along with receipted delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Hydrostatic Test pressure report for each valve as per clause no.5 of the technical specification under heading 'TEST' of Annexure-'I' of 200mm CS Non-Return valve (#300), Copy of Inspection Note of CMPDIL, Price Certificate and other relevant documents, as per order should be raised and submitted to the Consignee for payment through Paying Authority.

NB: all documents to be submitted shall be authenticated.