



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 / PURCHASE ORDER

Under jurisdiction of Dhanbad Court and
Jharkhand High Court only.

BY REGD.POST / SPEED POST

Ref no: BCCL/Pur/211222/CISF/Fur./Generator/11-12/Mehul/12/58 Date:30.06.12

To

M/S Mehul Sales ,
Naya Bazar ,
Dhanbad – 826 001
Tel. : 0326 – 2305929

Vendor Code:- New – 1/22/D/T/535

Sub: Supply of 30 Nos of 2.5 KVA DG Sets

Ref: i. Limited Tender No- BCCL/Pur/211222/CISF/Fur/Group-G/Generator/11-12/117 Dt. 23/03/2012

ii) Your offer no Nil dated 23.04.2012 and subsequent correspondence on the above subject .

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of 2.5 KVA D.G. Set at the following price, terms and conditions:

1. SCOPE OF SUPPLY:-

SN	Description	Qty (Nos.)	Basic Unit Rate (Rs.)	Extended Value
1	'SWARAJ' Make 2.5 KVA Diesel Generator Set , MODEL - PAS 250 . Detailed Technical specification placed at Annexure-"A"	30	49391.10	1481733.00
	VAT @ 5 %,			74086.65
	Landed Value			1555819.65

Contract Value: Rs. 15,55,819.65 (Rupees Fifteen Lakh Fifty Five Thousand Eight Hundred Nineteen and paise Sixty Five only).

TERMS & CONDITIONS:

1. Prices: FIRM and FOR destination except Govt. taxes which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
2. Excise Duty : Not Applicable in present case , if applicable , the same will be borne by you .
3. VAT : Indicated above.
4. Packing Forwarding , Freight & Insurance : Inclusive .

5.Payment Terms: 100% within 30 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 .

6. DELIVERY SCHEDULE:-- **Within 30 (Thirty) days** from the date of receipt 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

NOTE : Safe arrival of materials shall be your responsibility.

7. Security Money: You shall will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Bank Draft / Bank Guarantee 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 the successful tenderer fails 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. **For successful tenderers, 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.**The Bank Guarantee should be submitted on **Rs.250/-** non-judicial stamp paper .

8. Inspection – Final inspection shall be carried out at the consignee end by Commandant CISF or his authorised representative after receipt of materials.

9. Transit Insurance – Shall be arranged and covered by you for safe arrival of the 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 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 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- Pre-receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

13. Guarantee /Warranty – Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end whichever is earlier against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

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 Consignee – PM (Admn) Koyla Bhawan, BCCL, Dhanbad.

17. Paying Authority- GM(F) MM, Koyla Bhawan.

18. Issue of Road Permit: Not required.

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

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. These issues with the approval of the Competent Authority.

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

M.Mehta
S.O(MM)

(A K Choudhary)
CM(MM)

INDENT & BC/FC REFERENCE:-

Indent no. and Date	B.C./FC no. & dt.
Indent No:- PR-11099/CISF/Prov/11/14339 of CISF dated 26/12/2011 IR No:-211222 dated 08.02.2012	BC No:- BCCL/P & P(F)/CAP/BC/12-13/FUR/HQ- CISF/79/37 dated 25.06.2012 FOR Rs 15,55,819.65/- FC No:- BCCL/P & P(F)/CAP/FC/12-13/FUR/HQ- CISF/72/03 dated 25.06.2012

Copy to:

1. PM (Admn), Koyla Bhawan , BCCL.
2. DIG , CISF , Koylanagar , Dhanbad
3. GM(F) MM, Koyla Bhawan .
4. Justice Ashok Kumar Chakraborty (Retd) ,BB-69, Sector-I, Salt Lake, Kolkata-700064.
5. MM(Tech Cell), MM Div,Koyla Bhawan.
6. Master File/Office Copy.

ANNEXURE- "A"

TECHNICAL SPECIFICATIONS FOR 2.5 KV GENERATOR SET

'SWARAJ' MAKE, MODEL PAS 250

1. KVA-2.5
2. VOLTAGE-220V
3. Phase- 1
4. HZ- 50
5. 4HP Diesel Engine
6. Air Cooling
7. Fuel- Diesel
8. Self Excited, Self Regulated
9. Voltage Regulation- +/- 10%
10. Starting-Manual
11. RPM- 1500