


PO no: BCCL/PUR/213112/AC/15-16/ Re-tender/58/78

Dt: 11.08.2016

<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited</p> <p>A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company)</p> <p>Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005</p> <p>CIN :U10101JH1972GOI000918</p>		<p>Office of the General Manager Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005</p> <p>Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
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ORIGINAL BY SPEED POST.

<p>SUPPLY / PURCHASE ORDER</p>	<p>Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>
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Ref: BCCL/PUR/213112/AC/15-16/ Re-tender/58/78

Dt: 11.08.2016

To

M/S Manish Trader
Kanwarlal Amritlal, Circular Market,
Shop no 4, camp no 2, Bhilai-490001 (C.G.)

Cell no: 9893707012
PAN no: AIFPJ1066L
Vendor Code: 1/16/D/A/001
Category: Dealer
Contact Person: Mr. Manish Jain

Sub : This office e-tender no: BCCL/PUR/213112/AC/15-16/ Re-tender/58 Opened on 19-10-2015

Ref: Your online offer (Bid no 63600) through the portal of www.coalindiatender.gov.in against the subject tender (Tender Id no: 2015_BCCL_22821_1) and subsequent confirmations and shortfall documents submitted.

With reference to the above, we, for and on behalf of BCCL, hereby place **PURCHASE ORDER** on you for supply of following items as per rate, terms and conditions indicated below :

1. SCOPE OF SUPPLY : "AC (Window & Split) with Voltage Stabilizer"

The detailed description along with specification/size/ratings of the items along with qty. to be supplied, unit rate and Extended value will be as under :

NIT SL NO	ITEM DESCRIPTION	Unit Basic rate (Rs.)	Qty.(no)	Extended value(Rs.)
1	1.5 T Window AC with 4 KVA Voltage Stabilizer with Installation (AC Model & Make: VWB52 Videocon 2 Star rating Voltage Stabilizer make: Sakti) Details as per Technical Specification "A"	22800.00	119	2713200.00
2	1.5 T Split AC with 4 KVA Voltage Stabilizer With Installation (AC Model & Make: VSB53 Videocon 3 Star rating Voltage Stabilizer make: Sakti) Details as per Technical Specification "A"	26800.00	18	482400.00
3	2.0 T Split AC with 5 KVA Voltage Stabilizer With Installation (AC Model & Make: VSE63 Videocon 3 Star	34800.00	25	870000.00

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	rating Voltage Stabilizer make:Sakti) Details as per Technical Specification "A"			
4	2.0T Split AC With Installation(AC Model & Make:VSE63Videocon 3 Star rating) Details as per Technical Specification "A"	32800.00	05	196800.00
	Sub-Total(Rs.)			4262400.00
	CST @14%			596736.00
	Sub-total(Rs)			4859136.00
	Installation charge for Item SI no1 (Rs)			Nil
	Installation charge for Item SI no 2@Rs 2000/unit			36000.00
	Installation charge for Item SI no 3@Rs 2000/unit			50000.00
	Installation charge for Item SI no 4@Rs 2000/unit			12000.00
	Total value(Rs)			4957136.00

(Rupees Forty Nine Lakh Fifty Seven Thousand One Hundred Thirty Six only)

(Technical details will be as indicated at Annexure "A" enclosed herewith) .

2. **TOTAL ORDER VALUE:** The total order value will be Rs.4957136.00(Rupees Forty Nine Lakh Fifty Seven Thousand One Hundred Thirty Six only) on F.O.R Destination basis.

3. **Excise Duty** : Not applicable. If applicable during pendency of the contract, then same shall be borne by you.

4. **Sales Tax:** CST shall be payable extra as applicable at the time of delivery within stipulated delivery period.

The offered rate is 14% .

5. **Packing & Forwarding Charges** : Nil

6. **Price:** Firm & For Destination

7. **Installation charges:** Extra, maximum as indicated above for each item separately.

8. **Mode of Dispatch** : By Road on F.O.R. Destination.

9. **Road Permit** : Road permit , if required , may be obtained directly from the consignee under intimation to this office .

10. **Delivery Period:** To be supplied within 60(sixty) days or earlier from the date of issue of supply order after reckoning period of 10 days from the date of issue of Purchase Order as per NIT.

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

However , keeping in view of our urgency, earliest delivery will be appreciated .

Delivery period shall be reckoned from 10th day of placement of order .

Any increase in the rate of taxes & duties beyond delivery period will be to your account .

11. **Consignee & Paying Authority:** Consignee & Paying Authority for this order will be as under :

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Consignee	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	HOD(F)(MM),Purchase Finance,KoylaBhawan ,BCCI , Dhanbad

12.. **Payment Term** : 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

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, Price and other documents as per order (*Note – All documents to be submitted shall be duly authenticated*)

(No payment will be made without submission of Security Deposit)

PARTICULARS OF BANK ACCOUNT:As confirmed by you in offer		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Manish Trader, Kanwarlal Amritlal ,Circular Market, Shop no 4,Camp no 2,Bhilai-490001
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Andhra Bank
	B. BRANCH NAME: (Including RTGS Code)	Civic centre branch
	ADDRESS:	Civic Centre, Bhilai
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	490011002
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	074011100000900

14. **Guarantee /Warranty**: Manufacturer 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 & acceptance ,whichever is earlier Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. Details as per Annexure "A".

15. **Price Certificate**: You should submit a certificate along with bill as stated below:

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" The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CHL/ 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 "

16. Security Deposit - You will be required to deposit as security money 10% of the value of the contract i.e. of Rs.4,95,714 .00(Rupees Four Lakh Ninety Five Thousand Seven Hundred Fourteen only) in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three 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.

17. Inspection: Inspection shall be carried out at Consignee's end by GM(E&M)/C or his authorized representative.

18. Performance Bank Guarantee: Not applicable.

19. Allocation: Allocation shall be done by GM(E&M)/C or his authorized Representative.

20. PENALTY FOR FAILURE TO SUPPLY IN TIME

Liquidated Damage Clause:

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL, it may be increased up to 15 %.
- To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) of NIT above except in case of force majeure condition.
- Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.
- To forfeit the security deposit fully or in part.

21. 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

[Handwritten signatures and dates]
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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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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

This contract is concluded with the issuance of this order. Two copies of the order is being sent to you. You are advised to acknowledge the receipt and acceptance of the order by returning one copy duly signed and stamped to this office positively within 15 days, failing which this order shall be deemed to have been accepted by you for execution.

Yours faithfully,

Niraj Kumar
11/08/16

(Niraj Kumar)
Sr. Manager (Excnv.) (MM)

For & on behalf of Bharat Coking Coal Ltd.

(A. D. Santhosh)

Chief Manager (MM)-III

INDENT & BUDGET CERTIFICATION REFERENCE

IR No and date	BC & FC No. & dt.
213112(14-15) dated 08.07.2014	BC No: BCCL/C&B/CAP/Reg PN-07/SN-24/e-BCno109 dated 20.07.2016 for Rs.49,57,136.00 e-FC No 63 dated 09.08.2016(HQ) for Rs. 49,57,136.00

Copy to: (i) M/S Videocon Industries Limited
1st Floor, Malwa Tower, 10, Old Palasia
A B Road, Indore-452001(MP)
(ii) Sakti Electronics Pvt Ltd
#A/3, Sector-A, Zone-A
Mancheswar Industrial Estate
Bhubaneswar-751010(Odisha)

Copy to:

1. Depot Officer, Central Stores, Ekra, BCCL
2. HOD(Fin)(MM), MM Division, Koyla Bhawan
3. GM(E&M)/I/C, BCCL
4. AM.(MM)(Tech Cell), MM Div, Koyla
5. Shri Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata - 700091
6. Master File / Office Copy
7. Sr Manager(E&M)Power Services, BCCL Hq

Enclosure:

Annexure "A"

Format of Security Deposit

Niraj Kumar
11/08/16

Sr. Manager (Excnv.) (MM)

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(A. D. Santhosh)

Chief Manager (MM)-III