



CENTRAL COALFIELDS LIMITED
A Miniratna Category I Company
 (A Subsidiary of Coal India Limited)

MATERIALS MANAGEMENT DEPARTMENT
DARBHANGA HOUSE: RANCHI 834 001 (JHARKHAND) INDIA
 (PBX) 2360726, 2360687 CGM (MM) - 2360716
 FAX (91) 0651-2360198 EMAIL: HODMM@CCL.GOV.IN

| | | |
|---------------|---------------|-----------------|
| Item Category | Firm Category | Tender Category |
| P&M | DGS&D | LTE |

SUPPLY ORDER BY REGD. POST

No. 101014176

Dated : 27/10/2014

M/s. Inva Power Systems Pvt. Ltd.,

E-mail-info@invapower.com

G-582 RIICO Industrial Area,
 Sitapurajapur, Jaipur-302033, Rajasthan.

Sub: Supply of 30 KVA UPS.

Ref: (i) LTE/DGS&D/CCL/Sr.Mngr.(P)/30 KVA UPS /101/2014-15/5303 Date : 06.09.2014 opened on 20/09/2014.

(ii) Your Offer No: INVA/CCL/QTN-UPS/14 dated 09/09/2014.

(iii) DGS&D Rate Contract No. ON-LINEUPS.IT-4/RC-D3070000/1113/84/05866/1712 Dt.18.03.13.

(iv) Our LOI No.- MM(P)/RKP/CCL/30 KVA UPS /101/2014-15/5714 Dt.27.09.14

Dear Sirs,

We are pleased to notify our acceptance of your above referred offer for placement of formal order for supply of **30 KVA UPS** to CCL with following terms & conditions:-

1. Scope of Supply:

| Sl. No | Description | Qty. | Basic Unit Price | CST@2% against Form | Total Amount (4+5)*3 | DGS&D Departmental Charges @0.25% on Sl. No.-6 | Service Tax@1 2.36% on Sl. No.-7 | Grand Total (Sl. No.-6 +7+8) |
|--------|--|------|------------------|---------------------|----------------------|--|----------------------------------|------------------------------|
| 1 | 30 KVA On-line UPS system with SMF batteries for 120 mins. Backup time. On-line UPS with PWM Technology suitable for 3 Phase AC input voltage 300-450V, 50Hz+/-3% & 1 Phase AC output voltage 230V +/- 1%, 50Hz +/- 0.5 Hz housed in rugged enclosure made of MS sheet 1.2mm (min) thick aesthetically finished dully pretreated and | 2 | 603403.88 | 84476.54 | 1375760.85 | 3439.40 | 425.11 | 1379625.36 |

No. 101014176

Dated : 27/10/2014

भारतीय विद्युत, ई. सी. एल. लॉ, रैंची
 2015/R 13/11/14
 प्रमाणित सचिवालय, रैंची

| | | | | | | | | |
|---|--|---|--------|-------|--------|------|-------|------------|
| | powder coated. UPS shall conform to requirements as per specification in Annexure of DGS&D Rate Contract copy. Comm. Code- 29330000000 | | | | | | | |
| 2 | RS 232 Serial Port with Software Comm. Code- 29331000000 | 2 | 220.37 | 30.85 | 502.44 | 1.26 | 0.16 | 503.85 |
| | | | | | | | Total | 1380129.21 |

(Rupees Thirteen Lakhs, Eighty Thousand , One Hundred Twenty Nine and Paise Twenty One only)

Other terms & conditions are as follows;

1. **PRICE** : Firm & FOR CCL System Dept, Ranchi.
2. **Packing & Forwarding** : Nil.
3. **INSURANCE**: -----Inclusive in DGS&D Price-----
4. **FREIGHT** : ----- NIL
5. **Excise Duty+ Education Cess** : Not applicable
6. **Sales Tax** :Extra as applicable. Present rate of CST @ 2% against Form 'C' to be issued by consignee.
7. **DGS&D Departmental charges @0.25% on (basic+CST) and Service Tax @12.36% on DGS&D Departmental charges.**
8. **Delivery Schedule**: Within 60 days from the date of receipt of confirmed order. However, early supply is acceptable.
9. **Security deposit: Not applicable (DGS&D R/Cs).**
10. **Payment Term** : 100% payment within 21 days after receipt & acceptance of materials or bills whichever is later.
11. **Guarantee/ Warranty**: As per DGS&D R/C.
12. **Consignee**:- The GM(System), CCL, Darbhanga House, Ranchi- 834 001, JHARKHAND).
13. **Inspection**: - Final Inspection will be carried out on receipt of material at consignee end.
14. **Paying Authority**: The GM (Finance), CCL HQRS ,Darbhanga House, Ranchi.
14. **Submission of Bill(s) / Document(s)**:
 - (a) Following documents duly authenticated by you, wherever required should be submitted to the Consignee:-
 - i) Consignment note. CCL System Dept, Ranchi.
 - ii) Challan. Forwarding : Nil.
 - iii) One copy of the Bill. Inclusive in DGS&D Price.
 - iv) Copy of warranty certificate in original.
 - v) Any other documents specified in the order.
 - (b) Following documents duly authenticated by you, wherever required should be submitted to the Paying Authority:-
 - i) 100% Bill(s) in triplicate duly pre-receipted and stamped and Service Tax @12.36%
 - ii) Receipted challan of the consignee.
 - iii) Copy of the consignment note and original warranty certificate. confirmed order
 - iv) Price certificate. is acceptable.
 - v) Any other documents specified in the order.

The consignee after verification of documents and final inspection of the materials as per the order shall forward the DRR to the Paying Authority for arranging payment within the time specified.

16. CENVAT CREDIT:

CCL will avail CENVAT credit on purchases of various admissible inputs and capital goods. For this it is necessary that Excise cum Tax Invoice is submitted by the firms (except in case of direct import by CCL, where CENVAT credit will be claimed on CVD & SAD on the strength of Bill of Entry) wherein the amount of excise duty, education cess and secondary & higher education cess at applicable rates are shown separately in all the Excise cum Tax Invoice raised by the suppliers. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

Accordingly in case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of CCL, the Indian agent / dealer passing the credit should be registered with Central Excise Department and will raise Excise Cum Tax Invoice as detailed above so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

In case of indigenously manufactured goods if the offer is submitted by an authorized marketing outlet which is not registered with Excise Department, they have to submit the Excise Invoice issued by the manufacturer containing the name of CCL as consignee.

In case of admissible inputs and capital goods the set-off value (equal to ED/CVD amount including cess/SAD etc) of CENVAT credit will be offset from the landed price for ascertaining the L-1 status of the firms.

Note: In case Central Sales Tax (CST) is applicable, please quote CONCESSIONAL RATE OF CST AGAINST FORM 'C' / FULL RATE OF CST.

17) Price Certificate: Please certify on the body of each and every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

18. Identification Mark :

The make / identification marks of the manufacturer must be clearly embossed/engraved/punched at a visible place, which is not subject to normal wear and tear for convenience of identification at any time.

19) Liquidated Damages :

As per Clause 14 (7) (i) of FORM No.D.G. S. & D. 68 (Revised) GENERAL CONDITIONS OF CONTRACT which is as under:

"(i) Recover from the contractor, as agreed, liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2 % of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the total contract price."

20. FORCE MAJEURE CLAUSE :

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control

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[Handwritten Signature]

due to act of God then Central Coalfields Limited 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. If and when additional time is granted by Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the Local chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure CCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
- b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

21) **Price fall Clause:** It will be a condition of the order that although the currency of the prices, at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this company to amend the ordered rate.

22) Special Instruction:


a) One copy of the challan and invoice showing Despatch details and other documents must be sent to this office and the Office of the GM (System), CCL, Ranchi to know the Despatch particulars.

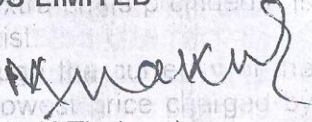
b) The date of delivery of the stores stipulated against Delivery clause shall be deemed to be the essence of the contract and the delivery should be completed not latter then the date specified therein.

23) **Order Acceptance:** Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 15 days from the date of supply order as a token of acknowledgement and acceptance of this formal order.

All other terms & condition will be as per DGS&D Rate Contract No. ON-LINEUPS.IT-4/RC-D3070000/1113/84/05866/1712 Dt.18.03.13-stated in the bid documents will apply.

Yours faithfully,
for & on behalf of **CENTRAL COALFIELDS LIMITED**

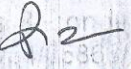

(R.K.Pandey)
Sr. Manager (Pur.)

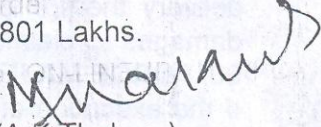

(A.K.Thakur)
General Manager (Pur.)

Copy forwarded to :-

1. The GM(S&IC), CCL, Ranchi.
2. The GM(System), CCL, Ranchi.
3. The GM(Finance), CCL, Ranchi.
4. MIS Cell.
5. The ES to GM (MM), CCL, Ranchi.
6. Indent Registration No. 101 dtd. 22/08/2014.

BC No.-BGT/PP/CB/14-15/62/49B Dt.17.10.14; Head-P&M for Rs.13.801 Lakhs.


(R.K.Pandey)
Sr. Manager (Pur.)


(A.K.Thakur)
General Manager (Pur.)

for & on behalf of **CENTRAL COALFIELDS LIMITED**