

CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

PURCHASE DEPARTMENT

Darbhanga House: Ranchi 834 001 (Jharkhand) India

(PBX) 2361687/ 2361694 GM(MM) 2360716/ 2360257

Fax (91)(0651) 2360198, E-Mail # hodmm@ccl.gov.in

Website http://ccl.gov.in

**SUPPLY ORDER****BY REGD.POST**

No. 090:05:2:04:16 - 036 (HEMM Trig. Cable)

Dated: 28.05.2016

Item Category	Firm Category	Vendor Code	Tender Category
Consumable Stores (GENL)	Pvt.	1/26/M/S/004	Open Domestic Tender (ODT)

To,

M/s. Skytone Electricals (India) Ltd,
42-43, Industrial Area, NIT, Faridabad,
Haryana – 121001

Ph: 0129-4099800 / 09871293435

FAX: 0129-2232456

E-mail: marketing@skytone.in /
sales@skytone.in

Sub: Procurement of HEMM Trailing Cable for entire CCL.**Ref.:** (i) Adv. No.44/2015-16, Tender SI No.135.

(ii) This office Tender No. CCL/MM/CM(P-II)/HEMM Trig. Cable/ 090/MB 2016-17 in two cover / two bid system, Part-A opened on 14.01.2016 (Tender Id: 2015_CCL_27479_1).

(iii) Your online offer through the portal of www.coalindiatenders.gov.in against the subject tender vide ref. No. SEIL/T7542/2016.

Dear Sir,

Your above referred offer is hereby accepted for supply of the following stores on the terms & conditions noted hereunder:-

1. SCOPE OF SUPPLY:

Item SI No.	Material Code	Item Description	Qty.	Unit Basic Rate	Extended Value
			(Meters)	(Rs./Meter)	(Rs.)
1.	94094480142	“SKYTONE” make 3 X 25 Sq mm (Power Cores) + 2 x 25/2 Sq mm (Earthing Conductors) + 1 x 16 Sq mm (Pilot Core), 3.3 KV grade Flexible trailing Cable suitable for both earth & unearthed system, Generally to IS-14494-1998 as also fully conforming to IER-1956 Rule-123 (Sub-Rule -5 & 6).	1000	1228.00	1228000.00
2.	94094480119	“SKYTONE” 3 X 25 Sq mm (Power Cores) + 2 x 25/2 Sq mm (Earthing Conductors) + 1 x 16 Sq mm (Pilot Core), 6.35 / 11 KV grade Flexible trailing Cable Generally to IS - 14494 - 1998 as also fully conforming to IER - 1956 Rule - 123 (Sub - Rule - 5 & 6).	400	1422.00	568800.00
Total Basic Order Value					17,96,800.00
Detailed Technical Specification / Parameters will be as per Annexure-I enclosed					

2. Total Basic Order Value: Rs. 17,96,800.00 (Rupees Seventeen Lakhs Ninety Six Thousand Eight Hundred) only. The above price are firm and on FOR destination basis till the completion of the supplies of the entire ordered quantity.

Contd...p/2

3. Packing & Forwarding charges: Nil.

4. Freight & Insurance Charges: Nil.

5. Excise Duty: Shall be paid extra at legally applicable rates against documentary evidence. Present rate of Excise Duty is @12.50%. CENVAT credit as admissible will be availed by CCL.

6. Sales Tax: I) Concessional Central Sales Tax is payable extra at legally applicable rates. Present Rate is @2% against Form-“C”.

II) CST Form ‘C’ will be issued by the consignee.

(NB: Any increase in taxes and duties beyond the stipulated delivery period will be to your account)

7. Delivery Schedule: The delivery of ordered quantity must be completed within 06 (Six) months from the date of receipt of order. However, delivery should commence as early as possible after the placement of order and early completion of supply shall be appreciated & accepted.

8. Security Deposit: You are required to deposit Security Money equivalent to 10% of the value of the awarded contract (landed value) without having any ceiling i.e. **Rs. 2,08,560.00**, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), within 15 days from the date of receipt of Supply Order. The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of 3(three) months beyond the stipulated delivery period. Failure to deposit the required Security Money within the specified period shall entail cancellation of Supply Order and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealing with them.

The Security Deposit shall be refunded within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of 3(three)months beyond the extended delivery period.

Note : In case of a vendor development tender / Trial tender, there is no exemption to any bidder from depositing security money.

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

9. Performance Bank Guarantee: You are required to deposit Performance Bank Guarantee for **Rs. 2,08,560.00** to cover both satisfactory performance & warranty for 21 months in the form of irrevocable Bank Guarantee issued by any scheduled Bank, in the format given in Annexure-F of the NIT, before supply of each item. Bank Guarantee will be valid for 24 months from the date of dispatch of material at site and the same shall either be released or extended thereafter as deemed fit.

The Performance Bank Guarantee shall be released within 30 days of expiry of warranty period, if no claim is pending. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.

The Performance Bank Guarantee shall also be in accordance with the relevant clause of ANNEXURE-I, if any. In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

On completion of performance guarantee period you should submit a written request to the supply order signing authority for release of PBG.

10. Paying Authority

The Area Finance Manager (CS/CRS),
Barkakana, CCL.

Dist: Ramgarh (Jharkhand), India.

Consignee

The Depot Officer, Central Stores,
Barkakana, CCL.

Dist: Ramgarh (Jharkhand), India.

11. Guarantee / Warranty: Warranty will be applicable in respect of sub-standard materials, poor workmanship and faulty design (excluding normal wear and tear) for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

12. Identification Marks: Make, Size type & Serial number etc. of cable should be embossed /printed/ punched on non- wearing portion of the cable.

13. After Sales & Services: Technical support and services will be rendered by the firm free of cost as and when required to ensure satisfactory performance.

14. Mode of Despatch & Delivery: The stores should be properly packed according to material/quantity mentioned in the supply order and challan for despatch by road “Freight Paid” on door delivery basis. The necessary road permit (if needed) shall be furnished by the consignee after receipt of intimation from your side. The safe delivery of the consignment at destination will be your responsibility.

15. Road Permit: If required, the road permit shall be obtained from the consignee.

16. Transportation: It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carriers is illegal.

17. Issue of Waybill: A copy of duly filled up JVAT 504G (2 pages – sample copies enclosed at Annexure-III) indicating the information to be furnished by the consigner to the consignee (Fields under SI. No. 2 & 4 of the Form) for issuing e-Permit / Form JVAT 504G.

After issue of e-Permit, a secret code is sent by SMS (system generated) to the consignor's mobile to enable them to log in the *jharkhandcomtax.gov.in* portal for filling up the Transport details & Invoice details and thereafter printing a hard copy of the same. Waybill should be sought by the consignor immediately after readiness of material.

18. Price Certificate: Please certify on the body of each and every bill that the prices charged for the materials are not higher than price applicable to all other Govt. Deptt. /Undertakings including DGS&D.

19. Inspection:

(I) Stage/Pre-dispatch inspection will be carried out by M/s. CMPDIL/CCL'S NOMINATED AGENCY as per their methodology. In brief the scope and conditions of the Inspection will be as follows: -

- a) Checking and approval of test procedures/quality assurance plans.
- b) Verification of records and documentation of vendor works inspection.
- c) Verification of documents and test certificate of bought out items and cross checks.
- d) Provide the facilities for carrying out all tests as required in specifications of vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL/CCL'S NOMINATED AGENCY at vendors cost.
- e) Final testing and checking as per specifications.
- f) CMPDIL/CCL'S NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturer during process of manufacturing and during inspection activities.
- g) Inspection fee @ 1.14% (1% Insp.; 14% Service Charges) of FOR destination value of stores offered is to be paid to CMPDIL/CCL'S NOMINATED AGENCY in advance by demand draft along with inspection call letter, which will be reimbursed by CCL along with consignment billing. In case of Ancillary Units of CCL, payment of advance inspection charges will be made by CCL directly. Pre-Dispatch inspection by CMPDIL/CCL'S NOMINATED AGENCY shall be applicable, except in case of supplies by OEM's.
- h) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL/CCL'S NOMINATED AGENCY for arranging inspection within valid delivery period as per contract.

(II) **Final inspection** shall be carried out by the General Manager (Excv)/HOD, CCL, Ranchi or his authorized representative on receipt of materials at Consignee's end. Notice for inspection shall be given by the Consignee immediately on receipt of the materials.

20. Payment Terms:

(A) 100% payment shall be made by the Paying Authority within 21 days of receipt and acceptance of materials or submission of bills, whichever is later.

Payment will be made through E-payment only. A copy of your E Payment Mandate is enclosed at Annexure-II.

(B) Submission of Bill(s)/Documents(s):

Following documents duly authenticated by you, wherever required should be submitted to the consignee :-

- (a) Consignment note.
- (b) Challan
- (c) One copy of Bill
- (d) Copy of warranty certificate in original.
- (e) Lowest Price Certificate should be given on the body of each & every bill, certifying that the price charged for the materials are not higher than price applicable to other Govt. deptt., Undertaking including DGS&D
- (f) Any other documents specified in the order.

Following documents duly authenticated by you, wherever required should be submitted to the Paying Authority.

- (a) 100% Bill(s) in triplicate duly pre-receipted and stamped.
- (b) Receipted challan to the consignee.
- (c) Copy of the consignment note and original warranty certificate.
- (d) Price Certificate.
- (e) Price Fall Clause.
- (f) Any other documents/statutory 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 payments within the time specified.

CENVAT credit will be availed by CCL, for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty, education cess and secondary & higher education cess at applicable rates separately is required to be submitted. The Excise cum Tax Invoice must contain all the information as required under rule 11 of Central Excise Rule 2002. 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.

21. Liquidated Damages:

In the event of failure to deliver/dispatch of the stores within the stipulated date/period, to effect supply in accordance with the sample and/or specification mentioned in the supply order and in the event of breach of an terms and conditions mentioned in the supply order, Central Coalfields limited shall be entitled at its option either:

- (a) To recover from the successful tenderer, as mutually agreed, liquidated damages and not as penalty, a sum not less 0.5% 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%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management.
- (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 the consignment not yet due for supply or,
- (c) To cancel the supply order or a portion thereof, and if so desired, to purchase the stores 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.
- (e) Penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- (f) To forfeit the security deposit in full or part.
- (g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Central Coalfields 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.
- (h) Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay central coalfield limited on demand the remaining balance. The supplier should not entitled to any gain on any such purchase.
- (i) This is subject to force majeure conditions.

22. 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 for hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control 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.

23. 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.

24. Jurisdiction: The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

25. Special Instruction: One copy of the challan and invoice showing dispatch details and other documents must be sent to this office and the office of the GM(Excv)/HOD, CCL, Ranchi to know the dispatch particulars.

26. Tolerance in total length: Tolerance in total length in the range of (+) 2% to (-)5% may be allowed.

27. Order Acceptance: We enclose two copies of the supply order. Duplicate copy of the same 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 the contract; otherwise it will be presumed that you have accepted the order as per terms and conditions stipulated above.

All other Terms & Conditions shall be as per General Terms and Conditions of Supply of Stores of NIT (ANNEXURE-“A”)

Enclosures:

1. Technical Specifications / parameters – Annexure-I
2. E Payment Mandate – Annexure-II.
3. Format of Form JVAT 504G – Annexure-III.

Yours faithfully,

FOR & ON BEHALF OF CENTRAL COALFIELDS LIMITED

(D.P. Roy)
Asst. Manager (P)

(A.K. Singh)
Chief Manager (P)

Copy forwarded to:-


1. The General Manager (MM), CCL, Ranchi.
2. The General Manager (Excv)/HOD, CCL, Ranchi.
3. The GM (S&IC)/GM(F&A), CCL, Ranchi
5. The Depot Officer, Central Stores, Barkakana.
6. The A.F.M. (CWS/CS), Barkakana, **to avail CENVAT credit as admissible.**
7. The MM (S) (MB)/MM (MIS) / FM (P) / FM (HQ) / Master File.
12. The GM(MM)s / WCL, Coal Estate, Civil Lines, Nagpur 440001 / MCL, Anand vihar, PO UCE, Burla, Sambalpur 768018 / BCCL, Koyla Bhawan, Koyla Nagar, Dhanbad 826001 / SECL, Seepat Road, PO No. 60, Bilaspur 495001 / NCL, PO-Singrauli 486889 / ECL, Sanctoria, PO-Disergarh 713333 (WB)
18. The GM (E&M), CMPDIL(HQ), E&M Deptt., Gondwana Place, Kanke Road, Ranchi-834008

Note: Indent Regn.No.090 dt.15.10.2015. This issues with concurrence of GM(F-P) vide diary No. 55 dated 11.05.2016 and approval of competent authority. The fund is certified vide No. D/O/F/BC/Consumable (c)/SB. 2016-17/02/04/94601153 dated 23.05.2016 for Rs.20,85,539.02 only.

AM(P)

CM(P)

Form- JVAT 504G

JVAT 504 G		ISSUED DATE: 29/10/2013 11:55		JH2013-5		0582651	
 GOVERNMENT OF JHARKHAND COMMERCIAL TAXES DEPARTMENT FORM JVAT 504 G e-Road Permit [Form of Permit] [See Rule-42(2)(b)]							
1. NAME OF DEALER BY WHOM THE PERMIT IS ISSUED WITH TIN NUMBER							
Name: GENERAL MANAGER (B.S) AREA CCL							
2. NAME AND ADDRESS OF THE CONSIGNOR							
TIN	33981800115	Name Of Consignor	M/S REVATHI EQUIPMENT LIMITED				
Name And Style Of Bussiness	M/S REVATHI EQUIPMENT LIMITED	Address	M/S REVATHI EQUIPMENT LTD, POLLACHI ROAD, DISTT- COIMBATORE, TAMILNADU- 641050				
District/State/Country	COIMBATORE/TAMILNADU	Pin	641050				
Mobile No	9751429901	Email	despatches@revathi.co.in				
3. NAME AND ADDRESS OF THE CONSIGNEE							
TIN	20621905509	Name Of Consignee	GENERAL MANAGER (B.S) AREA CCL				
Name And Style Of Bussiness	M/S BARKA-SAYAL AREA CCL, RANCHI	Address	BARKA-SAYAL AREA				
City	SAYAL	State	Jharkhand				
Mobile No	06553-258312	Email	barkasayal.aao@gmail.com				
4. PLACE OF DISPATCH							
M/S REVATHI EQUIPMENT LTD, POLLACHI ROAD, DISTT- COIMBATORE, TAMILNADU- 641050, COIMBATORE/TAMIL NADU, 641050							
5. DESTINATION							
Goods Shipping Address							
District	RANGARH	Pin	829103				
6. Name of notified railway station/other place, from which delivery is to be taken							
7. Number and Date of							
8. Description of Consignment							
9. Seller's Invoice/forwarding note number and date							
10. Mode of Transport (Vehicle No)							
TRANSPORT DETAILS							
MODE OF TRANSPORT/VEHICLE TYPE	VEHICLE REGISTRATION NO./COURIER REF. NO.	TRANSPORTER NAME	TRANSPORTER ADDRESS	CONSIGNMENT DATE	CONSIGNMENT NOTE NO./RAILWAY RECEIPT NO	POSSIBLE ENTRY LOCATION IN JHARKHAND	
Small Consignment	JMS 8499	ASSOCIATED ROAD CARRIERS LTD	POLLACHI MAIN ROAD, COIMBATORE	30/09/2013	K634415	JAMSOLA	

JM027
6910

AT 504 G JH2013-5893 2651

GOVERNMENT OF JHARKHAND
COMMERCIAL TAXES DEPARTMENT
ANNEXURE - A
e-Road Permit [Form of Permit]
INVOICE Details

COMMODITY NAME	INVOICE NO.	INVOICE DATE	QUANTITY	NO. OF PACKAGES	TOTAL AMOUNT
Drilling Rig Parts	335002456	30/09/2013	18	6	4365212.00

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(D.P. Roy)
Asst. Manager (P)

(A.K. Singh)
Chief Manager (P)