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| <p>Under jurisdiction of Dhanbad Court and Jharkhand High Court Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GOI000918</p> |  | <p>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.bccl.gov.in</p> |
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ORIGINAL BY SPEED POST.

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| SUPPLY /PURCHASE ORDER | Under Jurisdiction of Dhanbad Court and Jharkhand High Court only. |
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Ref: BCCL/PUR/514073/ICDP ICTPN SWITCH CTS WIRE/14-15/66/143

Dt: 10-10-2015

To

Cell:09883251672

M/S J K Industrial Corporation,
2/1B,Dr.Rajendra Road,Bhowanipore,
Kolkata-700020

E-mail:jaimainswitch@yahoo.co.in
VENDOR CODE: 1/12/M/S/139
Contact Person:Mr.Jaidev Pardasani
Category: NSIC Registered

Sub: This office e-tender no: BCCL/PUR/514073/ICTPN SWITCHES &CTS WIRE/14-15/66 Opened on 07.11.2014(Tender id no:2014_BCCL_4569_1) and price bid opened on 27.03.2015

Ref: Your online offer(vide bid no.11599) through the portal of www.coalindiatender.gov.in against the subject tender and subsequent correspondence .

With reference to the above, we are pleased to place an order on you forSupply of " ICDP &ICTPN SWITCHES" at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder along with general terms and conditions of NIT:

SCOPE OF SUPPLY:

| NIT SL.NO. | ITEM DESCRIPTION | Qty. (No) | Unit Basic Rate(Rs) | Extended Value(Rs.) |
|------------|------------------------|-----------|---------------------|---------------------|
| 1 | ICDP Switch 240V 32A | 570 | 384.00 | 218880.00 |
| 2 | ICTPN Switch 415V 100A | 195 | 2137.00 | 416715.00 |
| 3 | ICTPN Switch 415V 200A | 165 | 3490.00 | 575850.00 |
| 4 | ICTPN Switch 415V 400A | 66 | 6240.00 | 411840.00 |
| | Sub-Total | | | 16,23,285.00 |
| | CST @ 2% | | | 32465.70 |
| | Total Value(Rs) | | | 16,55,750.70 |
| | Round off (Rs) | | | 16,55,751.00 |

[Rupees Sixteen Lakh Fifty Five Thousand Seven Hundred fifty One only]

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1. **PRICE:** Firm and F.O.R Destination basis.
2. **TOTAL ORDER VALUE:** The total order value will be **Rs. 16,55,751.00** (Rupees Sixteen Lakh Fifty Five Thousand Seven Hundred Fifty One only) on F.O.R Destination basis.
3. **EXCISE DUTY & CESS :** Not applicable. If applicable at the time of supply it will be borne by you.
4. **SALES TAX:** 1) Concessional Central Sales Tax is payable extra as applicable against Form-“C”. Present Rate of CST is @ 2% against Form-“C”. Form ‘C’ will be issued by the consignee.
5. **PACKING & FORWARDING CHARGES :** NIL
6. **DELIVERY PERIOD:** within 03(Three) months. Delivery shall be reckoned from the 10th day of placement of order.
7. **FREIGHT & TRANS INSURANCE:** NIL, Shall be arranged by the firm. The safe arrival of the consignment at consignee's end shall be your responsibility.
8. **MODE OF DISPATCH :** By Road on F.O.R. Destination ,Freight paid basis
9. **ROAD PERMIT :** Road permit , if required , may be obtained directly from the consignee under intimation to this office .

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

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

10. **CONSIGNEE & PAYING AUTHORITY:** Consignee & Paying Authority shall be as under :

| Consignee | Paying Authority |
|--|---|
| The Depot Officer , Central Stores , Ekra , B.C.C.L. | HOD(F)(MM),Purchase Finance, Koyla Bhawan ,BCCL |

11. **PAYMENT TERM :** 100% payment shall 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.

12. **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 Certificate , Copy of Inspection Note of CMPDIL (If required) 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).

| THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE | | |
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| | SUPPLIER | CONSIGNEE |
| Name & Address Of Area: | | |
| Tin No.: | | |
| JST No.: | | |
| CST No: | | |
| Circle / Sub | | |
| Service Tax Regd. No: | | |
| Central Excise Duty Regd. No: | | |
| Range (Code): | | |
| Division (Code) | | |
| Commissionerate (Code): | | |
| PARTICULARS OF BANK ACCOUNT:As confirmed by you | | |
| 1 | VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S ADDRESS: (With Telephone No. & Fax No.) | M/S J K Industrial Corporation, 2/1B,Dr.Rajendra Road,Bhowanipore, Kolkata-700020 |

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| | | Fax: 033-24867110 TEL:033-24768374 |
| 2 | PARTICULARS OF BANK ACCOUNT: | |
| | A. BANK NAME: | STATE BANK OF INDIA |
| | B. BRANCH NAME: (Including RTGS Code) | Ashutosh Mukherjee Road Branch ,Kolkata-700020 SBIN 0060393 |
| | ADDRESS: | 1-A,Ashutosh Mukherjee Road,Kolkata-700020 |
| | C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI | 700002346 |
| | D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13) | Cash Credit Account |
| | E. LEDGER NO./LEDGER FOLIO NUMBER: | 66007857399 |
| | F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book) | |

13. **GUARANTEE /WARRANTY** :The supply shall be covered by the maker's standard guarantee as follows:

You shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.The supplier will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

14. **PRICE CERTIFICATE**:You should submit a certificate along with bill as stated below:

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

15.**SECURITY DEPOSIT** :Not Applicable for being NSIC registered.

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16. INSPECTION & TEST: The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

17. PERFORMANCE BANK GUARANTEE: Not Applicable

18. 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 this office .

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 you , as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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 you, on your account and risk the stores not supplied or others of a similar description without cancelling 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 your risk and cost 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.

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g) Whenever under the contract a sum of money is recoverable from and payable by you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

19. 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.

20. FORCE MAJURE 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 embargo /curfew or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God then BCCL may allow such addition time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

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,
For & on behalf of Bharat Coking Coal

Ltd

Nirajku -
10/10/15
(Niraj Kumar)
Sr. Manager (Excvn.) (MM)

A D Santhish
10/10/15
(A D Santhish)
Chief Manager (MM)-III

PO no: BCCL/PUR/514073/ICDP ICTPN SWITCH CTS WIRE/14-15/66/143

Dt: 10-10-2015

INDENT & BUDGET CERTIFICATION REFERENCE

| MB details | BC & FC No. & dt. |
|------------------------------|--|
| MB/04/14-15 dated 29.06.2014 | BC No. 26(other stores U/G) dated 10.09.2015 FY 2015-16 for Rs 19,78,744.00 |
| IR no and date | e-FC No: 16(other stores U/G) dated 07.10.2015 FY 2015-16 for Rs 19,78,744.00 |
| 514073 dated 08.07.2014 | |

Copy to:

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

This issues with the concurrence and approval of the competent authority.

Enclosure: Annexure "A"

Nizal Kumar
10/10/15

Sr.Manager(Excvn.)(MM)

Chief Manager
10/10/15

Chief Manager (MM)-III

ANNEXURE "A"

TECHNICAL SPECIFICATION FOR ICDP & ICTPN SWITCHES

1. ICDP SWITCHES (220V/240V-32A) :

ICDP Switches must have sheet steel enclosure hot stove enamel spray painted with re-wirable fuse Porcelain type double pole conforming to IS: 10027/13947 and utilization categories AC 22/23 rated for ICDP Switch 220 V/240V.

2. ICTPN SWITCHES (415V/440V- 100A):

ICTPN Switches must have sheet steel enamel spray painted. It should have three phase, triple pole with neutral link, weather proof, metal clad Air Break switch fuse unit, conforming to IS : 8623 /1993 (Reaffirmed -2004) with positive make and break arrangement, suitable for three phase 440V/415 Volt, 50 Hz AC Supply. It shall be fitted with Interlock-able cover and rewirable type porcelain fused and having cable entry holes, sealing and mounting arrangements and with utilization categories AC23A.

3. ICTPN SWITCHES (415V/440V- 200A):

ICTPN Switches must have sheet steel enamel spray painted. It should have three phase, triple pole with neutral link, weather proof, metal clad Air Break switch fuse unit, conforming to IS : 8623 /1993 (Reaffirmed -2004) with positive make and break arrangement, suitable for three phase 440V/415 Volt, 50 Hz AC Supply. It shall be fitted with Interlock-able cover and rewirable type porcelain fused and having cable entry holes, sealing and mounting arrangements and with utilization categories AC23A.

4. ICTPN SWITCHES (415V/440V- 400A):

ICTPN Switches must have sheet steel enamel spray painted. It should have three phase, triple pole with neutral link , weather proof, metal clad Air Break switch fuse unit, conforming to IS : 8623 /1993 (Reaffirmed -2004) with positive make and break arrangement , suitable for three phase 440V/415 Volt, 50 Hz AC Supply . It shall be fitted with Interlock able cover and rewirable type porcelain fused and having cable entry holes, sealing and mounting arrangements and with utilization categories AC23A.

Nicajku
10/10/15
Sr.Manager(Excvn.)(MM)

ms
10/10/15
Chief Manager (MM)-III