


PO no: BCCL/PUR/213182/AI Cable/14-15/Retender/113/256

Dt. 30-03-2016

<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 REGD. POST.

SUPPLY /PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Dt. 30-03-2016

To
M/S KEI Industries Limited,
113-F Matheswartala Road,4th Floor,
PS-Tiljala,Kolkata-700046

Speed Post
Phone:033-40620820
Fax no :033-40620821
E-mail id:Kolkata@kei-ind.com
Contact Person:Mr.Alok Saha
Vendor Code:1/12/M/T/101

Sub: This office e-tender no: BCCL/PUR/213182/AI Cable/14-15/Retender/113 dated 16.02.2015

Opened on 13.03.2015 and cover-II opened on 14.07.2015(Tender id no:2015_BCCL_7750_1)

Ref: Your offer against bid id no:21338 in coal india portal & subsequent correspondence on the above subject. Last being vide letter no: KEI-KOL/BCCL/15-16/Q-0894 dated 21.03.2016

Dear Sirs,

With reference to the above, for and on behalf of BCCL, we are pleased to place **PURCHASE ORDER** on you for supply of following items as per rate, terms and conditions indicated below and General terms & conditions of NIT.

1. SCOPE OF SUPPLY : " 11 KV XLPE Aluminum Cable "

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 Item SL no	Description	Qty. (Mtr)	Rate /Mtr	Extended Value(Rs.)
4	11 KV XLPE Aluminum Cable(3 core x240 sq mm)	2200	1225.00	2695000.00
	Sub-Total (Rs).			2695000.00
	Excise Duty@ 12.50 %			336875.00
	Sub-Total(Rs)			3031875.00
	CST @ 1%			30318.75
	Sub-Total(Rs)			3062193.75

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Freight, Transit Insurance & Other charges @ Rs.36.94/Mtr for NIT Item SL no4	2200		81268.00
Sub-Total (Rs)			3143461.75
CMPDIL Inspection Charge @ 1% of F.O.R. Destination value			31434.62
Service Tax on CMPDIL Inspection charge @14%			4400.85
Total Landed Value (Rs)			3179297.22
(Round off)			3179297.00

(Rupees Thirty One Lakh Seventy Nine Thousand Two Hundred Ninety Seven only)

(Detailed Technical specification will be as per Annexure "A")

2. TOTAL ORDER VALUE : Rs. 3179297.00 (Rupees Thirty One Lakh seventy Nine Thousand Two Hundred ninety seven)only on F.O.R. Destination basis inclusive of all taxes & duties and inspection charges with service tax payable to CMPDIL.

3. PRICE- Firm and FOR Destination.

4. E.D. & Cess : Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present applicable rate of E.D. & Cess is 12.50%.You shall raise cenvatable invoice indicating in details of Excise registration, so that input tax credit can be availed by the consignee if applicable as per cenvat provision.

5.CST: Payable Extra as applicable within delivery schedule. Present rate of CST is @ 1% against Form "C".

6. PAYMENT TERM: 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of bill by the consignee whichever is later.

7.PACKING & FORWARDING CHARGE: Nil .

8. FREIGHT ,TRANSIT INSURANCE & OTHER CHARGES : Payable extra as indicated above .Maximum@Rs 36.94/Mtr

9. MODE OF DISPATCH : By Road on F.O.R. Destination ,Freight paid basis

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

10. ROAD PERMIT :Road permit , if required , may be obtained well in advanced directly from the consignee under intimation to this office .

11 .DELIVERY PERIOD : " Supply is to be completed within 03(three) months".

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 on your account.

12. Consignee:	13. Paying Authority
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The HOD(Fin)MM, Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

14.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 shall be submitted along with challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate, Price Certificate, Copy of Inspection Note of CMPDIL and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

N. S. Singh
30/03/16

J. S. Singh
30/03

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(No payment will be made without submission of Security Deposit & Performance Bank Guarantee)

PARTICULARS OF BANK ACCOUNT: As per EFT mandate submitted along with the offer.		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	KEI Industries Ltd D-90, Okhla Industrial Area, Phase-I, New Delhi-110020 Phone: 011-26818840 Fax: 011-26817225
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	ING VYSYA BANK LTD
	B. BRANCH NAME: (Including RTGS Code)	Connaught Place Branch VYSA0005030
	ADDRESS:	Connaught Place, New Delhi
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	110064003
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E. LEDGER NO./LEDGER FOLIO NUMBER: F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	ACCOUNT NUMBER: 503044006141

15. GUARANTEE /WARRANTY : You 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 receipt and acceptance, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost. A certificate to this effect shall be submitted by you along with the supply.

16. PRICE CERTIFICATE: You shall 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".

17. SECURITY DEPOSIT: . You will have to furnish the amount of security deposit of **Rs 3,17,930.00 (Rupees Three Lakh Seventeen Thousand Nine Hundred Thirty only)** in the form of Demand Draft or Bank Guarantee of any Scheduled bank within 15 days time from the date of issue of supply order. In case you fails to deposit the Security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm 's performance is to be kept recorded for future dealing with them. Security Deposit shall be refunded within 30 days from the date of satisfactory execution of the contract.

18. INSPECTION –A pre-dispatch inspection of each consignment shall be carried out by M/S. Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

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Pre-dispatch inspection shall be carried out by M/S.CMPDIL as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/S.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans. Verification of records and documents of your works. Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost. Final testing and checking of materials as per specifications.

M/S.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 1.0%(one percent) of total F.O.R. Destination price with **Service Tax of 14.0%**, is to be paid by you to M/S.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/S.CMPDIL for arranging inspection within valid delivery period as per contract. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you in spite of clearance/acceptance by inspection authority i.e. M/S.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/S.CMPDIL.

Please send inspection call to M/S.CMPDIL, Ranchi/ their Regional Office as indicated above Final inspection shall be arranged by the consignee after receipt of the material at our destination. 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.

B.Final inspection shall be arranged by the consignee after receipt of the material at our destination.

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.

19. PERFORMANCE BANK GUARANTEE – PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order i.e. **3,17,930.00 (Rupees Three Lakh Seventeen Thousand Nine Hundred Thirty only)** . The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance of during the guarantee period of the contract shall have to submitted to MM Deptt,BCCL,Koyla Bhawan on or before commencement of supply. PBG may be submitted either for the entire order quantity at a time or each equipment wise/lot wise.

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:

a) 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

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arrears limited to **10% (Ten Percent)** and where felt necessary by BCCL it may be increased up to 15 %.

- b) 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
- c) 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
- d) 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.
- e) 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.
- f) To forfeit the security deposit fully or in part.

21. PRICE FALL CLAUSE :

- i) The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

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.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
BCCL/CGM(E&M)/F-Central Indent(Elect)/14-15/07 dated 08-10-2014	BC No: BCCL/C&B/CAP/Reg PN-18/SN-159/e-BCno2560 dated 30-03-2016 for Rs.31,79,297.00 e-FC No 2022 dated 30-03-2016(HQ) for Rs.31,79,297.00
IR No and date	
214236 dated 15.01.2015	

Naray Kumar
30/03/16

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Copy to:

1. GM(E&M)I/C, Koyla Bhawan.
2. Depot Officer Central Stores, Ekra
3. AM(MM)(Tech Cell), MM Div, Koyla Bhawan.
4. GM(E&M), CMPDIL, Gondwana Place,, Kanke Road, Ranchi
5. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
6. Sri L C Singhi, IAS(Retd), L-31, Third Floor, Kailash Colony, New Delhi-110048
7. Master File / Office Copy.
8. HOD(Fin)MM, Koyla Bhawan

Enclosure:-

Annexure "A"-Detailed Technical Specifications

Format of PBG

Format of Security deposit

Yours faithfully,

for & on behalf of Bharat Coking Coal Ltd.

N. S. Kumar
30/03/16

Sr. Manager(Excvt)(MM)

Chief Manager (MM)-III

