

<p>भारत कोकिंग कोल लिमिटेड (कोल इंडिया लिमिटेड की एक अनुषंगी इकाई) एक मिनीरत्न कंपनी पंजीकृत कार्यालय : कोयला भवन , कोयला नगर धनबाद-826005, CIN :U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कर्मशैयल ब्लॉक L-III , फ़ैक्स :0326-2230183 फ़ोन नंबर-0326-2230181 ईमेल:gmmm@bcclweb.in, वेबसाइट:www.bcclweb.in</p>		<p>BHARAT COKING COAL LIMITED { A Subsidiary of Coal India Limited } A Mini Ratna Company Reg. Off: Koyla Bhawan ,Koyla Nagar Dhanbad 826005, CIN-U10101JH1972GOI000918 Materials Management Department Commercial Block L-III { Fax No. 0326-2230183 } Phone No.0326-2230181 Email Id: gmmm@bcclweb.in Website: www.bcclweb.in</p>
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Supply Order

Ref: BCCL/ PUR/216073/ICDP & ICTPN SWITCH/16-17/119

ORIGINAL BY REGD. POST.

Date: 10.01.2018

To,

M/s J. K. Industrial Corporation
2/1B, Dr. Rajendra Road,
Bhowanipore,
Kolkata- 700020 (India)

GSTIN :19AFUPPI872L1Z1
Vendor Type: NSIC
PAN: AFUPPI8721

Sub: Supply of ICTPN Switches (415V/440V-400A) against tender no.: BCCL/ PUR/216073/ICDP & ICTPN SWITCH/16-17/62 dtd. 25.10.16 opened on 18.11.16.

Ref: Your online Bid no. 148339 dtd 15.11.16 against our above tender & tender id: 2016_BCCL_51199_1 and subsequent Correspondence on the above subject.

Dear Sirs,

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: Supply of ICTPN Switches.

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

Sl	Item Description of Work	Qty (Nos)	Basic Rate (In Rs / no.)	Total Amount (In Rs)
1	ICTPN Switches (415V/440V-400A) Model: JAI CHAMPION	105	6864.00	7,20,720.00
	GST @ 18 % [18%IGST]			1,29,729.60
	Total Value of F.O.R Basis			8,50,449.60
	Total Value of F.O.R Destination Basis (aprox.)			8,50,449.00

{Detail specifications as per Annexure –A}

2. TOTAL ORDER VALUE: The total order value will be Rs. 8,50,449.00 on F.O.R. Destination basis.

3. GST:(a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 18 % .
(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.

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- (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
- (e) The benefit of any extra input tax credit earned by you, if any in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you
- (g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl no.	Item	HSN code	GST rate
1	ICTPN Switch	85354010	18 % [18% IGST].

(h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s J. K. Industrial Corporation
2	Constitution of Business	Proprietary
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AFUPP18/21
5	Contact number	9883251672 / 9231592156
6	Whether migrated to GST (Yes/No)	Yes
7	Provisional/Permanent ID provided under GST	19AFUPP18/21121

4. Packing & Forwarding Charges: Nil

5. Freight & Insurance Charges: Nil

6. Commissioning & Installation Charges: Nil

7. 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.

8. Delivery Period: To be completed within 3 (Three) months from the date of receipt of purchase order. However, keeping in view of our extreme urgency, you will put all efforts for earliest efforts.

Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery

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

9. Consignee & Paying Authority: Consignee & Paying Authority for this

Order will be as under:

Consignee	Paying Authority
Depot Officer EKRA, B.C.C.L.	HOD(F) Pay, Koyla Bhawan, B.C.C.L., Dhanbad

10. Payment Term: 100% within 21 days of receipt and acceptance of materials by the consignee or from the date of receipt of bill whichever is later by the consignee.

11. Submission of Bill: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, 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 taxes payment if claimed, Price Certificate and other documents as per order .

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

No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

12. Guarantee /Warranty: Supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end, whichever is earlier, against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended within 07 days from the date of receipt of report and replace the materials within 30 days free of cost.

13. 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 "

14. Security Deposit – Exempted being registered with NSIC valid upto 16.11.19 for monetary limit of Rs 39.00 Lakh.

15. Performance Bank Guarantee: Not applicable

16. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)/C , BCCL or their authorized representative

17. 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 canceling 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.
- 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.

18. 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 GM(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 remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in techno-commercially acceptable offer of bidder & as per company 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

SN	Indent no. and Date	e. BC & e. FC Ref.
1	Indent No: MB/04/16-17 dated 19.07.16 IR No. 216073 dated 05.10.16	Budget certification/Revalidated/recommended vide BC no./BCCL/HQ/Pur. Fin/ Store Budget/Advance Action/ 17-18/Store UG/30 dtd 04.12.17 of Rs. 12,12,131.00 e.B.C. No.469 dtd 04.12.17. FC No. BCCL/PURFIN/FC/17 dtd 04.12.17 of Rs. 12,12,131.00 e.F.C.No.346 dtd 04.12.17 of Rs. 12,12,131.00 Note:- Out of above e.B.C. & e.F.C. of Rs 12,12,131.00 , amount Rs 3,61,681.00 is for payment to M/s Dhanbad Electrical and amount of Rs 8,50,449.00 is for payment to M/s J K Industrial Corporation

- Enclosure: 1.Technical Specification (Annexure-"A").
 2. Format for Security Deposit Bank Guarantee (Appendix-I).

Yours faithfully,
 For & on behalf of Bharat Coking Coal Ltd.


 (Alok Kumar)
 Dy Mgr (MM)


 (N S Saini)
 GM(MM)

(This has got the concurrence and approval of competent authority)Copy to:

1. Depot Officer, Central Store, Ekra ,BCCL.
2. GM (MM)S, BCCL
3. HOD(F) MM, MM DIV, Koyla Bhawan.
4. GM (E&M)I/C, Koyla Bhawan
5. MM (Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
7. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL
8. Shri L C Singhi, IAS(Retd.),
 L-31, Third Floor, Kailash Colony, New Delhi-110048

ANNEXURE-ATechnical Specifications & Other Parameters:**1. ICTPN Switches (415/440V-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 confirming to IS:8623/1993 (Reaffirmed 2008,latest amended if any) with positive make and break arrangement suitable for three phase 440V/415V,50Hz AC Supply . It shall be fitted with Interlock able cover and rewire able type porcelain fused and having cable entry holes, sealing and mounting arrangements and with utilization categories AC23A

Qty: 105 Nos.

Alp

[Signature]

APPENDIX -I**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees :) against any loss, Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :
Name of the Branch :
Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Note:-The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank	State Bank of India	OR
Branch name	Main Branch Dhanbad	
A/C no.	35160317947	
IFSC Code	SBIN0000066	

Name of Bank	ICICI Bank
Branch name	ICICI Bank, Dhanbad
A/C no.	019605001057
IFSC Code	ICIC0000196

Datedday of
For Bank
Emp. Code.

Signature of the authorized person
For and on behalf of the Bank

