

**Bharat Coking Coal Limited**

Under jurisdiction of Dhanbad Court and Jharkhand High Court  
 Amini Ratna Company  
 (A Subsidiary of Coal India Limited, A Maharana  
 Company)

Regd. Off: Koyla Bhawan, Koyla Nagar  
 Dhanbad-826005  
 CIN : U10101JH1972GO000918



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.bcccl.gov.in  
**ORIGINAL BY REGD. POST.**

**SUPPLY / PURCHASE ORDER**

Under jurisdiction of Dhanbad Court and Jharkhand  
 High Court only.

By Registered Post

Ref: BCCL/PUR/213184/NFLP VCB-CP/13-14/94/212

Dt: 14-01-2015

To

Phone/Fax:033-65444398/033-24660444

M/S. Electroteknica Switchgears Pvt Ltd

(Vendor Code: 1/12/M/T/079)

1/5A, Raja Basanta Roy Road,

Contact Person: Mr.A.K Sinha

Kolkata – 700026

Category: Manufacturer

Sub : Our e-tender no. BCCL/PUR/213184/NFLP VCB-CP/13-14/ 94 Opened on 27-01-2014

Ref: Your offer No :4789/ESPL/BKU dated 03-01-2014 and subsequent correspondence on the above

subject Last being your confirmation vide letter no: ESPL/AKS/DHN/015 dated 02.01.2015

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 : "11KV & 6.6 KV NFLP VCB**

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 :

Sl.	Description	Qty. (No)	Unit Rate(Rs.)	Value(Rs.)
2.	11KV-400A NFLP VCB with detail specification enclosed as Annexure-"A"	27	180000.00	4860000.00
3.	6.6 KV-400A NFLP VCB with detail specification enclosed as Annexure-"A"	02	178000.00	356000.00
<b>Sub-total(Rs.)</b>				<b>5216000.00</b>
ED. & Cess @10.3%				537248.00
CST @2%				115064.96

Freight @Rs 2000/Unit	58000.00
Total Value:	5926312.96
CMPDL Inspection Charge @ 1% of F.O.R. Destination value	59263.13
Service Tax on CMPDL Inspection charge @12.36%%	7324.92
Total Landed Value (Rs.)	5992901.01
Round off(Rs)	5992901.00

(Rupees Fifty Nine Lakh Ninety Two Thousand Nine Hundred One only)

Technical details will be as indicated at Annexure 'A' enclosed herewith.

- TOTAL ORDER VALUE:** The total order value will be Rs. 59,92,901.00 (Rupees Fifty Nine Lakh Ninety Two Thousand Nine Hundred One only) on F.O.R Destination basis.
- Excise Duty & CESS:** Shall be paid extra at actuals against documentary evidence. Present rate of ED is @ 10.30% including Edu Cess @ 3%. CENVAT credit as admissible will be availed by BCCL.
- Sales Tax:** 1) Concessional Central Sales Tax is payable extra as applicable. Present Rate is @ 2% against Form-'C'.
- ii) CST Form 'C' will be issued by the consignee.

5. **Packing & Forwarding Charges:** Nil

6. **Freight:** Maximum as indicated above @Rs 2000/Unit(Rupees Two Thousand per Unit)against documentary evidence.

7. **Trans. insurance:** Nil, will be arranged by firm

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.

10. **Delivery Period:** Supply should be completed within 04(Four) months.

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

However, keeping in view of our urgency, earliest delivery will be appreciated.  
Delivery period shall be reckoned from 10<sup>th</sup> day of placement of order.

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

11. **Consignee & Paying Authority:** Consignee & Paying Authority for this order will be as under:

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

12. **Payment Term:** 100% payment will 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.

13. **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, firm / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate,

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Copy of Inspection Note of CMPDL ( 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 Performance Bank Guarantee)

**PARTICULARS OF BANK ACCOUNT:As confirmed by you in your offer**

<p>1 VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME&amp; ADDRESS: (With Telephone No. &amp; Fax No.)</p>	<p>M/s Electroteknica Switchgears Pvt.Ltd,1/5A,Raja Basanta Roy Road,Kolkata-700026 Phone: 033-65444398/99 Fax: 033-24660444</p>
<p>2 PARTICULARS OF BANK ACCOUNT:</p>	
<p>A. BANK NAME:</p>	<p>State Bank of India</p>
<p>B. BRANCH NAME: (Including RTGS Code ADDRESS:</p>	<p>SME Branch, Ballygunge RTGS Code:SBIN0004140 50A, Garrahat Road(5<sup>th</sup> Floor),Kolkata-700019</p>
<p>C. 9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI</p>	<p>700002205</p>
<p>D. ACCOUNT TYPE(S):B. Account/Current Account Or Cash Credit with Code 10/11/13) E. LEDGER NO./LEDGER FOLIO NUMBER. F. ACCOUNT NUMBER (CORE BANKING) &amp; STYLE (As appearing on the Cheque Book)</p>	<p>Cash Credit SBIN0004140 NA 10990417840 Stock Account</p>

14. Guarantee/Warranty: Materials 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 immediately and replace the materials within 30 days free of cost.

15. 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 CI/ 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 “

16. Security Deposit - The successful tenderer/s will be required to deposit as security money 10% of the value of the contract i.e. Rs 5,99,291.00 (Rupees Five Lakh Ninety Nine Thousand Two Hundred Ninety One only) in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL.



**17. Inspection** — 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. Pre-dispatch inspection shall be carried out by M/s CMPDIL(the above firm) 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 procedure/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% of total F.O.R. Destination price with service Tax of 12.36% is to be paid to M/s CMPDIL along with inspection call letter payable by DID 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 consignor after receipt of the material at our destination.

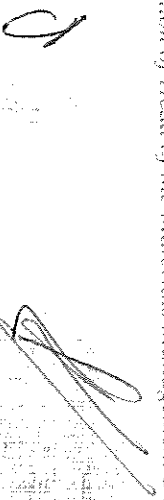
The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

**18. 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 of **Rs 5,99,291.00 (Rupees Five Lakh Ninety Nine Thousand Two Hundred Ninety One only)** (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bagan 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.

**19. 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% shall 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.

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.

**20. 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 (C&M), 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 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.**

P O No: BCCL/PUR/213184/NFLP VCB-CP/13-14/94/212

Dt: 14-01-2015

This contract is concluded with the issuance of this order. Two copies of the orders 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.

*Niraj Kumar*  
(Niraj Kumar)  
Sr. Manager (Execvn.) (MM)

(P Kumar)  
GM (MM)HOD/e-proc.

**INDEBT & BUDGET CERTIFICATION REFERENCE**

Indent no and date	BC & FC No. & dt.
(i) BCCL/CGM(E&M)/F-Central Indent/13-14/04 dated 27-06-2013	BC No: BC no 01/04 dated 10.07.2013 and BC no 11/25 dated 09.01.2015 for Rs 65.94,618.00
(ii) BCCL/CGM(E&M)/F-Central Indent/13-14/05 dated 27-06-2013	FC No: 12/26 dated 09.01.2015 for Rs 65.94,618.00
IFR no and date	
213184 (13-14) dated 08-10-2013	

Copy to:

1. Depot Officer, Ekra Central Stores.
2. HOD(Fin)(MM), MM Division, Koyla Bhawan. (HOD (Envl) has indicated that the expenditure is to be booked against Master Plan i.e. not capitalized in the books of BCCL. Moreover, to make payment, fund is to be released from CIL against Master Plan which shall require approval of BCCL Board as per modalities of releasing fund duly circulated by CIL vide no CIL/Env/10-11/S-56 dated 13.10.2010
3. GME&M/C, Koyla Bhawan.
4. HOD(Env), BCCL
5. AM (MM)/Tech Cell, MM Div, Koyla Bhawan.
6. GME&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. OGM(MM)/GM(MM), CCL / WC/L SECL / MCL / ECL/NCL
8. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
9. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata - 700 064.
10. Master File: Office Copy

Enclosure:

Annexure 'A'  
Format of PBG  
Format of Security Deposit

Sr. Manager (Execvn.) (MM)

GM (MM)HOD/e-proc.

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

*Niraj Kumar*  
14/1/15

*P Kumar*  
14/1/15