


Under Jurisdiction of Dhanbad Court and Jharkhand High Court Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharashtra Company) Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005 CIN :U10101JH1972GQ1000918		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
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ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court.
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Ref # BCCL/PUR/213195/LT DISTRB PANEL/13-14/ RETENDER/34/ 214

Dt. 15-01-2015

To

Registered Post

M/S BCS Switchgear Industries,

Phone/Fax: 08130329993/0120-2397205

398,Udyog Kendra Extension-I,

(Vendor Code: 1/06/M/S/016)

Ecotech-III, Greater Noida-201306(UP)

Contact Person: Mr B C Sharma

Category: NSIC

Sub: This office e-tender No: BCCL/PUR/213195/LT DISTRB PANEL/13-14/ RETENDER/34 COVER-I opened on 06-08-2014 and cover-II opened on 01-12-2014

Ref: Your offer submitted on coal india portal for the subject tender vide on-line mode 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 item as per rate, terms and conditions indicated below :

1. SCOPE OF SUPPLY LT Distribution Panel "

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 no	Description	Qty.(No)	Basic Rate/Unit(Rs)	Value (Rs.)
1	440V 630A LT Distribution Panel (Detailed as per Technical Specification "A")	39	288000.00	11232000.00
	Sub-Total			11232000.00
	ED @10.3%			1156896.00
	CST @ 2% against Form"C'			247777.92
	Sub Total			12636673.92
	Freight, Transit Insurance & Other Charges@ Rs 5100/Unit			198900.00
	TOTAL LANDED VALUE (Rs.)			12835573.92
	CMPDIL Inspection Charge @ 1.0% of F.O.R. Destination value(Rs.)			128355.74
	Service Tax on CMPDIL Inspection charge @12.36 % (Rs.)			15864.77
	GRAND TOTAL LANDED VALUE (Rs.)			12979794.43

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Handwritten signature.

(Rupees One Crore Twenty Nine Lakh Seventy Nine Thousand Seven Hundred Ninety Four and Paise Forty Three only)

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

2. TOTAL ORDER VALUE : The total procurement value of LT Panel of above ratings comes out to **Rs. 12979794.43 (Rupees One Crore Twenty Nine Lakh Seventy Nine Thousand Seven Hundred Ninety Four and Paise Forty Three only)** on F.O.R. Destination basis inclusive of all taxes & duties and inspection charges with service tax payable to CMPDL...

3. PRICE- Firm and FOR Destination.

4. ED&Cess : Shall be paid extra as applicable within stipulated delivery period against documentary evidence. Present rate of Excise Duty @10.3%. You shall submit the excise invoice directly in the name of BCCCL's consignee indicating all excise registration details of the manufacturer along with the supply bill, enabling BCCCL to avail CENVAT credit, if applicable as per provisions of CENVAT.

5. CST: CST Payable extra as applicable within the stipulated delivery schedule against concessional form "C". Present rate of CST is @ 2% against concessional form "C" to be provided by the consignee.

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: Maximum as indicated above @ Rs.5100.00/Unit(Rupees FiveThousand One Hundred per Unit only)against documentary evidence.

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 : "Shall be completed within 04(Four) 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, Regional Store, Kusunda Area, BCCCL	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 should 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 CMPDL and any other documents indicated elsewhere in the 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	
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS:
(With Telephone No. & Fax No.)	BCS Switchgear Industries, 398, Udyog Kendra Extension- 1, Ecotech-III, Greater Noida- 201306(UP) Mob:8130329992




2	PARTICULARS OF BANK ACCOUNT:BCS Switchgears Industries	
	A. BANK NAME:	Punjab National Bank
	B. BRANCH NAME: (Including RTGS Code)	Sector-1,Noida,PUNB 0412700
	ADDRESS:	Sector-1,Noida
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or-5-DIGIT Code Number of SBI	110024218
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit A/C
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT	4127008700021990
	(As appearing on the Cheque Book)	
	G. PAN No	AQLP54671G

15. GUARANTEE/WARRANTY : The material shall cover a 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. All other details as per composite guarantee/warranty clause of NIT.

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: Waived for being NSIC registered vide NSIC/NOIDA/GP/1245/10 dated 01.03.2013 valid up to 28.02.2015 with Monetary Limit up to 139,00 Lakh

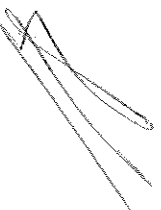
18. INSPECTION –A pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

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 **12.36%**, is to be paid by you to M/s.CMPDL 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.CMPDL 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 inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDL. 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.CMPDL.

Please send inspection call to M/s.CMPDL, 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. **Rs 12,97,980.00 (Rupees Twelve Lakh Ninety Seven Thousand Nine Hundred Eighty only)** The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance during the guarantee period of the contract shall have to submitted to MM Division, BCCCL, 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 arrears limited to **10% (Ten Percent)** and where felt necessary by BCCCL 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 cancelling 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.

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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.

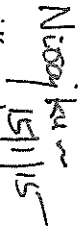
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.


15/1/15

(Niraj Kumar)
Sr. Manager(Excvn.)(MM)


15/1/15

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

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC &FC No. & dt.
BCCL/CGM(E&M)/F-Central Indent(Elect)/2013-14/04 dated 27.06.2013	BC No: BC no 01/04 dated 10.07.2013 and BC no 11/23 dated 08.01.2015 for Rs 1,29,79,794.43
IFR no and date	FC No: 11/24 dated 08.01.2015 for Rs 1,29,79,794.43
213195 (13-14) dated 10-10-2013	

Copy to:

1. Depot Officer, Kusunda Area, BCCL-This item is meant for Master Plan. A/C-GM(E&M)/C. This item will be issued strictly under instruction of GM(E&M)/C.
2. HOD(Fin)(MM), MM Division, Koyla Bhawan. - HOD (Env) 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. GM(E&M)/C, Koyla Bhawan.
4. HOD/Env, BCCL
5. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
6. CGM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. CGM(MM)/GM(MM), CCL / WCL / SECL / MCL / ECLNCL
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

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Sr. Manager (Excvn.) (MM)

GM (MM) HOD/e-proc.