


भारत कोकिंग कोल लिमिटेड (कोल इंडिया लिमिटेड की एक अनुषंगी इकाई) एक मिनीरतन कंपनी पंजीकृत कार्यालय : कोयला भवन, कोयला नगर धनबाद-826005, CIN : U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कमर्शियल ब्लॉक L-III, फ़ैक्स- 0326-2230183 फ़ोन नंबर-0326-2230181 ईमेल: gmmm@bcclweb.in, वेबसाइट: www.bcclweb.in		BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) A Mini Ratna Company Regt. 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
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SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST/BY E-MAIL

Ref. No.: BCCL/Pur/618093-317124/ACSR Conductor/19-20/40

Date: 31.07.2019

To,

M/s Mahavir Transmission Udyog Pvt. Ltd.

7/33, Ansari Road, Darya Ganj,

New Delhi- 110002,

Mobile: 8447813338

Vendor Category: MSE

Email: marketing1@mahavirtransmission.com

GSTIN No.: 05AAACF2079H1ZU

PAN: AAACF2079H

Sub: Supply of ACSR Dog Conductor and ACSR Rabbit Conductor.

Ref: 1. Our Tender no: BCCL/Pur/618093-317124/ACSR Conductor/18-19/47 dated 09.08.18 opened on 31.10.18 [Tender Id: 2018_BCCL_117115_1].

2. Your online Bid no. 344976 dated 29.10.18 & subsequent correspondence on the above subject.

Dear Sir,

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: ACSR Dog Conductor and ACSR Rabbit Conductor

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

Sl. No.	Item Description	Qty. (KM)	Unit Basic Rate (₹/KM)	Extended Landed Value (₹)
1.	ACSR Dog Conductor [ISI Marked, Make: Mahavir Transmission limited]	02	64,000.00	1,28,000.00
GST @18 % [IGST]				23,040.00
Total Landed Rate on FOR Basis				1,51,040.00

[Detailed technical specifications will be as per Annexure-A]

2. Total Order Value: The total material value will be ₹ 1,51,040.00/- (Rupees One Lakh Fifty-One Thousand Forty only) on F.O.R. Destination basis.

3. GST:

- GST shall be paid extra as legally applicable during the scheduled delivery period. Presently applicable GST rate is 18% [IGST] as above.
- 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.
- You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- 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.
- The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- E-Way bill, if required, shall be arranged by you.
- 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.	ACSR Dog Conductor	76042910	18% [IGST]

[Handwritten signature]

h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Mahavir Transmission Udyog Pvt. Ltd.
2	Constitution of Business	Private Limited
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacturer
4	PAN	AAACA0759P
5	Provisional/Permanent ID provided under GST	05AAACF2079H1ZU

4. Input Tax Credit: BCCL is entitled to avail Input tax credit of above GST amount and it will be availed on the submitting of all the necessary documents required as GST act.

5. Freight & Insurance Charges: Nil.

6. 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.

7. Road Permit: if required it will be arranged by you.

8. Delivery Period: Within 2 months.

Delivery period will be reckoned from 10th day from the date of placement of order and the date of receipt of materials at our stores shall be treated as the date of delivery. However, keeping in view of our extreme urgency, earliest delivery will be highly appreciated.

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

9. A) Consignee & Paying Authority: Consignee & Paying Authority for this Order will be as under:

Consignee	Paying Authority
Depot Officer Central Store, Ekra, BCCL.	HOD (F) MM, Purchase Finance, Koyla Bhawan, BCCL, Dhanbad.
BCCL GSTIN No. is 20AAACB7934MFZB	

B) Allocation: Area wise allocation of above ordered quantity as per respective indents will be as under:

Sl. No.	Item Description	Barora Area
1.	ACSR Dog Conductor	02 KM

10. Payment Term: 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers' bills at consignee end, whichever is later and submission and acceptance of performance bank guarantee.

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 receipted delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, Price Certificate, documentary evidence of taxes payment if claimed, BIS/ISI Certificate and other relevant documents as per order should be submitted to the Consignee for payment through Paying Authority (Note – All documents to be submitted shall be duly authenticated).

NB: all documents to be submitted shall be authenticated. No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

12. Guarantee /Warranty: Materials supplied should be guaranteed for a period of 12(twelve) months from the date of installation and commissioning 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: You are required to deposit 10 % of value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) as security money in the form of Bank Draft /Bank Guarantee within 15 days from the date of order.

In case of SD in the form of BG, The Bank guarantee (as per enclosed format at Appendix-I) issued by the Bank on your behalf 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	Name of Bank	ICICI Bank
Branch name	Main Branch, Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail 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. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

15. Performance Bank Guarantee: PBG on schedule/Nationalized Bank (as per enclosed format at Appendix-II) in India valid for three months beyond the expiry of Guarantee/Warranty period for 10 % value of the order (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to submitted to MM Division, 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.

The Performance Bank guarantee (as per enclosed format at Appendix-II) 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	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

This Bank Guarantee shall be initially valid for a period of 21 months from the date of receipt and acceptance of the stores and the same shall either be released or extended depending upon the merit of the case. The Performance Bank Guarantee shall be released after fulfillment of all contractual obligations including warranty /guarantee conditions stipulated in the contract. For unsatisfactory performance and/or contractual failure, BCCL shall have the full right to invoke/en-cash the Performance Bank Guarantee.

16. Inspection: Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head [i.e. GM (E&M)/I/C or their authorized representative].

17. Transit Insurance: Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.

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

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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.

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:

You undertakes that it has not supplied /is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. 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 your techno-commercially acceptable offer & 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.


Encl:-1. Annexure-"A" (Technical Specifications); 2. Appendix-I (SD Format); 3. Appendix-II (PBG Format).

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	e. BC & e. FC Ref.
Indent No. GM/AR-I/AM(E&M)/P&M dated 26.09.17.	eBC no. BCCL/C&B/CAP/Reg. PN-06/SN-129/eBC No. 279 dated 29.06.19 Head: P&M (Others) New Job, for amount of ₹ 1,51,040.00. e.F.C.No. 59 dated 19.07.19 of ₹ 1,51,040.00.

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


(Vikky Arand)
Asst. Manager (MM)


(A K Sinha)
Senior Manager (MM)

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

Copy to:

1. Depot Officer, Central Store, Ekra, BCCL.
2. HOD(F)(MM), MM DIV, Koyla Bhawan.
3. GM(E&M)I/C, E&M Deptt, Koyla Bhawan.
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. GM(MM) MCL/CCL/NCL/WCL/SECL/ECL.
7. Shri Aditya Prakash Mishra, IRSE (Retd.), Address: Flat No.24, Aster-1, Vatika City, Sohna Road, Sector-49, Gurgaon-122003.
8. Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP) - 201 301.

Annexure-ATECHNICAL SPECIFICATION OF ACSR CONDUCTOR

1. Aluminium Conductor, Galvanized Steel Re-in forced shall be manufactured as per IS:398 Part-II/1996, latest amended, if any.
2. The conductor shall be marked with BIS Certification mark.

Sl. No.	Name of Conductor	Stranding and Wire diameter		Nominal Cross sectional area of Aluminium	Quantity	Reel Length/ Length if Drum
		Aluminium (mm)	Steel (mm)	Sq mm		
1	ACSR Dog	6/4.72	7/1.57	100	50 Km	4 Km x 13Nos.

3. ACSR Conductor shall be wound on a non-returnable wooden drum conforming to IS 1778, latest amended up to date.
4. You have to submit Notarized copy of Routine Test Certificate along with supply.




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.]

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	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Datedday of
For Bank



Signature of the authorized person
For and on behalf of the Bank
Emp. Code.



APPENDIX -II
FORMAT OF PERFORMANCE BANK GUARANTEE

1. Messers ----- a company having Regd. Office /its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
dt.----- (hereinafter called the said Contract) with Bharat Coking Coal Limited having its Regd. Office (address to the
given.----- (hereinafter called, the Purchaser) to supply equipment on the terms and conditions in the said
Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to give the guarantee herein after contained.

2. We, ----- (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure to perform the said contract. Any such demand made 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 seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ---
-----.

3. We, ----- (Name of the Bank) further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period of the said contract and that it shall continue to be enforceable till all the dues of the purchase under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the said seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- (date to be given -----) period of contract + 90 days from the date of Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, (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 no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller(s) 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 seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser to the said seller by any such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an 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 this purchaser the said sum of ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We, ----- (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. 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.

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

[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 Civil courts Dhanbad District only.]

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 platform are furnished below:

Name of Bank	State Bank of India	OR	Name of Bank	ICICI Bank
Branch name	Main Branch Dhanbad		Branch name	ICICI Bank, Dhanbad
A/C no.	35160317947		A/C no.	019605001057
IFSC Code	SBIN0000066		IFSC Code	ICIC0000196

Datedday of

For Bank

Signature
31/7

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.

Signature