

Ref. No.: BCCL/Pur/CTS Wire/18-19/79

dtd 04.09.2018



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Koyla Bhawan : Koyla Nagar
Dhanbad : 826 005

GRAM ; KOKINGKOL
(Phone No. 0326 – 2230181
(Fax No. 0326 -2230183)

Ref. No.: BCCL/Pur/CTS Wire/18-19/79

dtd 04.09.2018

**PURCHASE ORDER
SPEED POST**

To,

M/s LOAD KING WIRE INDUSTRIES PLOT NO. 438, F.I.E., Patparganj Industrial Estate, Delhi- 110092 Tel no: 011 - 22144139 E-mail: loadkingcable@yahoo.co.in	Vendor code : 1/01/M/S/006
	Vendor Type : Manufacturer
	PAN No. : AAGFL5443G
	GST Reg. no. : 07AAGFL5443G1ZC

Sub: Supply of CTS Wire 1.5 sq mm (3/20).

Ref: i) Our tender no. BCCL/PUR/CTS WIRE/OTE/97 dated 21.02.18 & opened on 22.03.18
ii) Your Bid ID 284421 dated 13.03.2018.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **ORDER** for supply of **CTS Wire 1.5 sq mm (3/20)** at the following price, terms and conditions:

SCOPE OF SUPPLY:

SN	Item Description	Qty (in mtrs)	Unit Basic Rate (in Rs)	Extended Landed Value (in Rs)
1	CTS WIRE 1.5 sq. mm (3/20) HSN CODE:8544 Make: LOAD KING (Detail Specification as per Annexure-A)	7,700.00	19.75	1,52,075.00
	IGST @ 18%			27,373.50
	Total Landed Rate on FOR Basis			Rs 1,79,448.50

Rounded Value:-Rs 1,79,449.00 (Rupees One Lakh Seventy Nine Thousand Four Hundred Forty Nine only)

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04/09/18

102
415

TERMS & CONDITIONS:

1. **INTEGRITY PACT:** Integrity Pact document duly signed, stamped and accepted by you is applicable for this tender & purchase order. Name of Independent External Monitor for implementation of the pact is mentioned as under:
 - (a) Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
 - (b) Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301
2. **PRICE:** FIRM till execution of the contract and FOR destination basis. **Packing & Forwarding Charges:** NIL, **Freight Charges:** NIL.
3. **TAXES AND DUTIES**
 - (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate 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.
 - (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
 - (d) If BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
 - (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.

(NB: Any increase in taxes & duties beyond the stipulated delivery period will be to your account).
4. **PAYMENT TERMS:** 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. Your mandate/acceptance for Electronic Fund transfer indicated against the tender is attached at Annexure E:
Submission of Bills- Pre -receipted stamped original bill for 100% value in 6copies along with L/R packing list, delivery challan in original, Routine and Type Test certificate
 Guarantee/ Warranty certificate, ISI license, GST Invoice and other relevant documents should be submitted to the consignee.
Paying authority: HOD (F) MM, Pur-Fin, BCCL, Koyla Nagar, Dhanbad-826005
5. **DELIVERY REQUIREMENT:** To be delivered within 3 (Three) months from the date of order. Earlier supply shall be accepted.
 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.
 Dispatch Advice: Notification of dispatch by Road for each and every consignment should be made to the consignee with copies to this office immediately after dispatch giving the following particulars:
 - i) Supply order no. & dtd.
 - ii) Description of stores.
 - iii) Quantities and / or weight.
 - iv) Value of stores.
 - v) L.R. no. & date.
 - vi) Lorry no.
6. **LIQUIDATED DAMAGES CLAUSE:**
 - (a) In the event of failure to deliver/dispatch 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

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04/09/18

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supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

- (b) To recover from the successful bidder as agreed liquidated damages, a sum not less than 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 BCCL, it may be increased up to 15 %.
- (c) 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
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 6 (a) 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 Limited, 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. Bharat Coking Coal Limited, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- (f) To forfeit the security deposit fully or in part.

7. **FORCE MAJEURE CLAUSE:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

8. **PRICE FALL CLAUSE** – You will ensure that you have not supplied /are 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 you 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 you to the BUYER, if the contract has already been concluded.

9. **WARRANTY:** Materials supplied should be guaranteed for a period of 12 (twelve) months from the date of fitment or 18 (eighteen) months from the date of receipt and acceptance at the consignee end, whichever is earlier against any manufacturing defects/workmanship/inferior quality. Any defect

Sagunb
04/09/18

12
7/9

observed on this account shall be attended immediately and replace the materials within 30 days free of cost.

10. **SECURITY DEPOSIT:** You are required to deposit as security money for 10% of the value of the supply order / contract without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. 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. For successful tenderers, 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. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed **Annexure-I**. The validity of Bank Guarantee should be 03 months beyond the schedule delivery period specified in the order. The value of BANK GUARANTEE to be submitted towards Security money comes to **Rs 17,944.90**

NB: Submission of Bank Guarantee: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.).

However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee.

11. **INSPECTION AND TESTS:** The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin. Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract. 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. **Final inspection shall be carried out at the consignee end after receipt of materials by GM (E&M) or his authorized representative.**
12. **CONSIGNEE PARTICULARS:** Depot Officer, Central Store, EKRA, BCCL, Dhanbad (Jharkhand).
13. **GENERAL TERMS AND CONDITIONS:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as **ANNEXURE -D**. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
14. **JURISDICTION:** Any/All dispute(s) arising out of this tender/order shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).

Sagun
04/09/18

102
7/5

ALL OTHER REMAINING COMMERCIAL TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT AS CONFIRMED IN YOUR OFFER AND YOUR SUBSEQUENT LETTERS.

Enclosures:

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	Scope of supply & Technical specification / conditions
2	ANNEXURE- I	Proforma of Bank Guarantee for Security Money.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed.

Indent Nos. & date:

Indent No: MB/04/17-18, dtd 08.08.2017 & BCCL/MMD/STR/MB/2017-18/4056-72 dtd 08.12.16

IR No.: 317044 dated 28.08.17 & 317092 dated 31.10.17

BC No: BCCL/HQ/Pur-Fin/Rev Bud/18-19/Other Stores (U/G)/No. 16 and e.BC No. 205 dated 11/08/18 of Rs. 9,58,249.00

FC No.: BCCL/Pur Fin/FC/15 and e.F.C. No. 163 dated 30.08.18 of Rs. 9,58,249.00

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Saquiab
04/09/18

(Saquiab Aftab)
Assistant Manager (MM)

R.K. Mishra
4/9/2018

(R.K. Mishra)
Chief Manager (MM)

Copy to:

1. GM (E&M)/I/C, Koyla Bhawan
2. HOD (Fin)/MM (Pur-Finance), Koyla Bhawan
3. GM (Civil), Koyla Bhawan, BCCL.
4. Depot Officer, Central Stores, EKRA, BCCL, Dhanbad
5. Technical Cell, Koyla Bhawan
6. Master file
7. Prof. (Dr.) L.C. Singhi, IAS (Retd.), L-31, Third Floor, Kailash Colony, New Delhi- 110048
8. Shri Pramod Deepak Sudhakar, IAS (Retd.), A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

ANNEXURE-A

TECHNICAL SPECIFICATION OF CTS WIRE 1.5 sq mm (3/20)

CTS WIRE 1.5 sq mm (3/20)- 7700 Metres

1. PVC Insulated and PVC Round sheathed multi stranded twin core bright annealed bare copper conductor flexible cable, ISI Marked for voltage grade up to 1.1KV Conforming to IS:694 (Two single core red & black laid up & over all sheathed with PVC multi Stranded colour black) of following size: 1.5 sq mm.
2. Linear marking will be made at one meter interval on the outer sheathing.
3. Cable shall be standard length of 100 meters.

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04/09/18

4/9/2018

ANNEXURE- 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

Branch name : Main Branch Dhanbad

A/C no. : 35160317947

IFSC Code : SBIN0000066

OR

Name of Bank : ICICI Bank

Branch name : ICICI Bank, Dhanbad

A/C no. : 019605001057

IFSC Code : ICIC0000196

Datedday of

For Bank

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

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04/09/18