

<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court</p> <p>Bharat Coking Coal Limited</p> <p>A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company)</p> <p>Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005</p> <p>CIN :U10101JH1972GOI000918</p>		<p>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</p>
<p>PURCHASE ORDER</p>		

REF NO; BCCL/PUR/214292/ACB SPARES/14-15/STE/10/184

Dated 08-12-2015

To

E-mail:prakashlectdhn1@yahoo.com

M/S Prakash Electricals

Vendor code:1/13/M/X/205

Bank More,

Contact Person:Mr.Aggarwal

Dhanbad-826001

Phone no:0326-2304225

Ref: (i)Our STE No. BCCL/PUR/214292/ACB SPARES/14-15/STE/10 DATED 02.05.2015 opened on 29-05-2015

(ii)Your On-line offer submitted through Bid Id no: 30358 against Tender Id no:2015_BCCL_12045_1

(iii)L&T letter no:ESP/DGP/14-15 dated 27.03.2015

(iv) L&T Authorization letter no: L&T/ESP-DGP/15-16 dated 05.05.2015

(v) Your letter no:Nil dated 13.05.2015

(vi) Your letter no:Nil dated 10.09.2015

(vii) Your letter no:PE/28/15-16 dated 28.09.2015

(viii) Our letter No. 557 DATED 02.05.2015

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of **L&T make ACB Spares** for BCCL at following price, terms and conditions:

1.Scope Of Supply:

ITEM SL/NIT SL.NO.	ITEM DESCRIPTION	QTY.	UNIT BASIC RATE (Rs)	EXTENDED VALUE (Rs)
1	Jaw Contact 800/100A (L& T Make)	50	4066.00	203300.00
2	Cradle support 800/100 (L& T Make)	30	1419.00	42570.00
3	Hylum Tube 3200/4000 H/HD/HI (L & T Make)	30	438.00	13140.00
4	Cradle Terminal 800A CN-CS (L&T Make)	30	2876.00	86280.00
5	Pillar CN-CS CC2 (L&T Make)	30	504.00	15120.00
	Sub Total(Rs)			360410.00
	VAT Extra @ 5%			18020.50
	Total Landed Value(Rs.)			378430.50

(Rupees Three Lakh Seventy Eight Thousand Four Hundred Thirty and Paise Fifty only)

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2. **TOTAL ORDER VALUE :Rs 378430.50** (Rupees Three Lakh Seventy Eight Thousand Four Hundred Thirty and Paise Fifty only) on F.O.R. Destination basis inclusive of all taxes & duties .
3. **PRICE-** Firm and FOR Destination.
4. **E.D :** Not Applicable. If applicable during the pendency of contract then the same shall be borne by you.
5. **J-VAT:** J-VAT shall be payable extra as applicable within the stipulated delivery schedule. Present rate of J-VAT is @5%.
6. **PAYMENT TERM:** 100% payment shall be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of bill whichever is later.
7. **PACKING & FORWARDING CHARGE:** Nil .
8. **FREIGHT:** Nil
9. **Transit Insurance:** Nil
10. **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 .**
11. **ROAD PERMIT :** Not applicable .
12. **DELIVERY PERIOD :** "Shall be completed within 30 days . Keeping in the urgency of the item,early delivery shall be appreciated.
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.

13. Consignee:	14. Paying Authority
Depot Officer, Civil Store, Koyla-Nagar, Dhanbad	The HOD(Fin)MM, Purchase Finance Deptt, Koyla Bhawan,BCCL

15. **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 CMPDIL(if required) 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 Security Deposit) .

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		
Tin No.:		
JST No.:		
CST No:		
Circle / Sub		
Service Tax Regd. No:		
Central Excise Duty Regd. No:		
Range (Code):		
Division (Code)		
Commissionerate (Code):		

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PARTICULARS OF BANK ACCOUNT:As confirmed by you through letter		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Prakash Electricals Bank More, Dhanbad-826001 Phone:0326-2304225
2		
	A. BANK NAME:	HDFC Bank
	B. BRANCH NAME: (Including RTGS Code)	HDFC0000244
	ADDRESS:	Sri Ram Plaza,First Floor,bank More 0326-2308794
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	826240002
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account
	E. LEDGER NO./LEDGER FOLIO NUMBER:
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	02442320001361

16. 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.

17. 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 materia's 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".

18. SECURITY DEPOSIT: You are required to deposit as security money 10% of the value of the contract i.e. **Rs 37,844.00 (Rupees Thirty Seven Thousand Eight Hundred Forty Four 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 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.

19. INSPECTION –i)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.

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- ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), 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.
 - iii) 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.
 - iv) 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.
 - v) 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.
 - vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
 - vii) 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 at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection

20. PERFORMANCE BANK GUARANTEE : Not Applicable

21. 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 BCCL 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 canceling 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.
- f) To forfeit the security deposit fully or in part.

22. PRICE FALL CLAUSE :

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(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.

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
NIL dated Nil Initiated vide Note Sheet No. BCCL/CED/E&M/2014/3120 dated 08.10.2014	e-BC no: 4352 dated 01-12-2015, BC no 72 for Rs 378430.50 e-FC no: 3637 dated 01-12-2015 & BCCL/Rev/CM(Fin)Pay I/C/FC/15-16/2700/Misc Stores/39 dated 01.12.2015 for Rs 378430.50
IR no and date	
214214 dated 10-12-2014	

Copy for information:

M/S LARSEN & TOUBRO LIMITED,
Electrical Standard Products, Khairasol
Degaul Avenue, Durgapur-713212

Copy:

1. GM(E&M)/I/C, Koyla Bhawan.
2. GM(Civil), BCCL
3. GM(power Services), BCCL
4. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. Incharge, Civil Store, Koyla Nagar, BCCL / Monger (K&M)
6. Shri Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata-700001
7. Master/Office copy

Enclosure:

Annexure "A"

Format of Security Deposit

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

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

[Signature]
Chief Manager(MM)-III

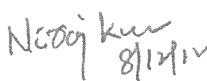
SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATION

SL.N O.	ITEM DESCRIPTION	Quantity (No)
1	Jaw Contract 800/100A (L& T Make)	50 No
2	Cradle support 800/100 (L& T Make)	30 No
3	Hylum Tube 3200/4000 H/HD/H1 (L & T Make)	30 No
4	Cradle Terminal 800A CN-CS (L&T Make)	30 No
5	Piller CN-CS CC2 (L&T Make)	30 No

(B) TECHNICAL SPECIFICATION OF SPARES FOR ACB 800A, MAKE-L&T.

1. Jaw Contact 800/100A, C&630-125051, Cat No-SL 92860, Make -L&T.
2. Cradle Support 800/1000, C&630-125051, Cat No-SL 50086, Make -L&T
3. Hylum Tube 3200/4000 H/HD/H1, Cat No-SL10067, Make-L&T
4. Cradle Terminal 800A CN-CS, Cat No.SL 92439, Make-L&T
5. Piller CN-CS CC2, Cat No.92725, Make-L&T.

Test requirements:-Test certificate of manufacturer M/s L & T Ltd.


 Sr. Manager (Excvn.) (MM)


 Chief Manager (MM)-III