

**0.BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)

Office of The General Manager (MM)

L-III Commercial Block, Koyla Bhawan,

Dhanbad, (Jharkhand) 826 005

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Ref #: BCCL/PUR/ 111003/MINING CABLE/11-12/ 41/275

DATE-17-03-2012

**To**

M/s KEI Industries Limited

33, Dr. Sundari Mohan Avenue,

1<sup>st</sup> Floor,(Near park circus Ladies park)

Kolkata-700014

FAX No 033-22866697

Tel No: 033-22866696/22867224

VENDER CODE: 1/12/M/T/101

Ref.- Our Tender # BCCL/PUR/ 111003/MINING CABLE/11-12/ 41

Opened on 20-09-2011

Your Off-line documents vide letter no. KEI-KOL/11-12/BCCL/Q-360

dated 01-09-2011

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 : "3.3 KV Mining Cable (Copper)"****Table**

Sl	Description	Qty.	Basic Rate/Mtr.	Value (Rs.)
	DGMS approved 3.3 KV copper conductor Mining cables of the sizes			
1	3 core x 25 Sq mm	2520	501.00	12,62,520.00
2	3 core x 50 Sq mm	5895	892.00	52,58,340.00
3	3 core x 70 Sq mm	8000	1278.00	1,02,24,000.00
4	3 core x 120Sq mm	8000	2212.00	1,76,96,000.00
	<b>Sub Total</b>			<b>3,44,40,860.00</b>
	E.D. & Cess @ 10.30%		Round Off	35,47,409.00
	<b>Sub Total</b>			<b>3,79,88,269.00</b>
	CST @ 1 % with Form "C"		Round Off	3,79,883.00
	Freight charges for 3 core x 25 Sq mm	2520@Rs.7.52/Mtr.		18,950.00
	Freight charges for 3 core x 50 Sq mm	5895@Rs.13.38/Mtr.		78,875.00
	Freight charges for 3 core x 70 Sq mm	8000@ Rs.19.17/Mtr.		1,53,360.00
	Freight charges for 3 core x 120 Sqmm	8000@ Rs.33.18 /Mtr.		2,65,440.00
	Ins. charges for 3 core x 25 Sq mm	2520@Rs.0.05/Mtr.		126.00
	Ins. charges for 3 core x 50 Sq mm	5895@Rs.0.09/Mtr.		531.00
	Ins. charges for 3 core x 70Sq mm	8000@ Rs.0.13/Mtr.		1040.00

	Ins. charges for 3 core x 120Sq mm	8000@ Rs.0.22 /Mtr.	1760.00
	<b>TOTAL LANDED VALUE</b>		<b>3,88,88,234.00</b>
	CMPDIL Inspection Charge @ 0.8% of F.O.R. Destination value(Round off)		3,11,106.00
	Service Tax on CMPDIL Inspection charge @10.3% (Round off)		32,044.00
	<b>GRAND TOTAL LANDED VALUE(RS)</b>		<b>3,92,31,384.00</b>

**(Rs. Three Crore Ninety Two Lakh Thirty One Thousand Three Hundred Eighty Four only)**  
**(Detailed Technical specification will be as per Annexure “A” at page – 7 - )**

**2. TOTAL ORDER VALUE :** The total procurement value of 3.3 KV Mining Cable (Copper) is Rs.3,92,31,384.00 (Rs. Three Crore Ninety Two Lakh Thirty One Thousand Three Hundred Eighty Four only) on F.O.R. Destination basis inclusive of all taxes & duties and inspection charges with service tax payable to CMPDIL.

**3. PRICE-** Firm and FOR Destination.

**4. E.D. & Cess** – Payable as applicable within delivery schedule at actual on documentary evidence, Present rate as indicated above is 10.30 % .

**5. CST. :** Rate of CST indicated above is 1% against issue of FORM ‘C’ by consignee

The information contained in the in-voice issued by you must contain information as per **Annexure A-I at page 7.**

**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 whichever is later by the consignee.

**7. PACKING & FORWARDING CHARGE:** Nil .

**8. FREIGHT :-** To be paid maximum as indicated item wise in the Table above.

**9. INSURANCE CHARGES :** To be paid maximum as indicated item wise in the Table above.

**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 :** Road permit , if required , may be obtained directly from the consignee under intimation to this office .

**12 .DELIVERY PERIOD :** "50% quantity within three months and rest 50%quantity in next three months “.Delivery schedule shall be reckoned from the 10<sup>th</sup> day from the date 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 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 on your account.**

<b>13. Consignee:</b>	<b>14. Paying Authority</b>
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The General Manager (F)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

**15. 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 challan, Consignment note (if required), packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL (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 & security deposit)*

THE DESIRED INFORMATION FOR RAISING CENVAT INVOICE		
	<b>SUPPLIER</b>	<b>CONSIGNEE</b>
Name & Address Of Area:	M/s KEI Industries Limited 33,Dr.Sundari Mohan Avenue, 1 <sup>st</sup> Floor,(Near park circus ladies park) Kolkata-700014	Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02
Division (Code		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87

<b>PARTICULARS OF BANK ACCOUNT:</b>	M/s KEI Industries Limited 33,Dr.Sundari Mohan Avenue, 1 <sup>st</sup> Floor,(Near park circus ladies park) Kolkata-700014
Name of the Bank.	ING Vysya Bank Ltd.
Name of the Branch with complete address.	23,Narain Manzil, Barakhamba Road, New Delhi
Party's Account Style.	M/s KEI Industries Ltd
Party's nature of Account.	Cash credit
Party's Account Number.	503044006141

**16. GUARANTEE /WARRANTY :** The supplier shall 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 dispatch, 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.

**17. 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"

**18. SECURITY DEPOSIT:** You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling 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 . **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.**

**19. 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 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 @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL 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.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 inspite 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 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. 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.

**20. 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 (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 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.

**21. PENALTY FOR FAILURE TO SUPPLY IN TIME**

The bidders will confirm their acceptance of the following **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) 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 :**

- 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.

**Encl.: Annexure "A" & "A- I"**

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	BC &FC No. & dt.
BCCL/CGM(E&M)/F-Central Indent(Elect)/2010-11/08 dated:21.01.2011  IR No. 111003 (11-12) dated: 13-04-2011	BCCL/HQ/PP/FIN/CFM/12-13 /P & M/A-11/48, dated: 17-03-2012 of Rs. 3,92,31,384.00 (Rs. Three Crore Ninety Two Lakh Thirty One Thousand Three Hundred Eighty Four only) FC No: P&P/Fin/CM(F)/12-13/P&M/03/11, dated: 17-03-2012

**Copy to:**

1. Depot Officer, Ekra Central Stores.
2. G.M.(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. CGM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
6. CGM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL.
7. Master File/Office Copy
8. Special Cell,CMPDIL,Ranchi

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

(A.K. Choudhary)  
CM (MM)

## ANNEXURE- “A”

Specification of Mining Cable

PVC DWA, 3.3KV Grade(E) Mining cable with stranded copper conductor, PVC insulated sheathed overall confirming BIS 1554 (Part-II)/1988 latest amended if any DGMS approved, ISI marked of the following size :-

Sl. No.	DESCRIPTION OF ITEM	QUANTITY (Mtr.)
1	3.3 KV Mining Cable (copper)	
	(i) 3 Core x 25 sq mm	2520
	(ii) 3 Core x 50 sq mm	5895
	(iii) 3 Core x 70 sq mm	8000
	(iv) 3 Core x 120 sq mm	8000

Drum length should be as follows

- Cable of 25 sq. mm., 50 sq. mm. and 70 sq. mm. sizes shall be supplied in Drum length of 250 Mtrs. ( $\pm 5\%$ ).
- 5 drum length of Cables of 120 sq. mm. shall be supplied in Drum length of 500 Mtrs. ( $\pm 5\%$ ).
- Balance quantity of Cable of 120 sq. mm. shall be supplied in Drum length of 250 Mtrs. ( $\pm 5\%$ ).
- Balance quantity of Cables of all sizes shall be supplied in last Drum.

Following document shall have to be submitted along with supply :-

1. An attested copy of currently valid DGMS approval for above mentioned cable.
2. An attested copy of currently valid BIS license 1554 (Part II )/1988.

Annexure A-IINFORMATION TO BE SUBMITTED ALONG WITH SUPPLY BILL

- Serial No Of In-Voice
- Registration No
- Address Of The Concerned Excise Division
- Name Of The Consignee
- Description Of The Goods
- Classification Of The Goods
- Time And Date Of Removal
- Mode Of Transport And Vehicle Registration Rate Of Duty
- Quantity And Value Of Goods
- Duty Payable Thereon

(A.K. Choudhary)  
CM (MM)