


<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</p> <p>Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005</p> <p>Phone: 0326-2230181 Fax No.: 0326-2230183 Website: www.bccl.gov.in</p>
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ORIGINAL BY REGD. POST.

<p>SUPPLY / PURCHASE ORDER</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>
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By Registered Post

Ref: BCCL/ PUR/ 213183/ Conductor/13-14/RETENDER/21/248

Dt: 11-03-2015

To

Phone:0674-2313898

M/S Gupta Power Infrastructure Limited

Fax:0674- 2312083

Cuttack Road, Bhubaneswar-751006

Vendor Code: 1/05/M/S/002

Category: Manufacturer

Contact Person:Mr.Kaushik Upadhyay

Sub :This office e-tender no: BCCL/ PUR/ 213183/ Conductor/13-14/RETENDER/21Opened on 09-07-2014

Ref: Your online offer through the portal of www.coalindiatender.gov.in against the subject tender and subsequent confirmations, the last being your confirmation through letter no:GPIL/BCCL/3597/14-15 dated 15-02-2015

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 :

SCOPE OF SUPPLY : "AAA CONDUCTOR"

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.	Description	Qty. (KM)	Rate /KM	Value(Rs.)
1	AAA Conductor "DOG" with detail specification enclosed as Annexure-"A"	33	46603.35	1537910.55
2	AAA Conductor "Rabbit" with detail specification enclosed as Annexure-"A"	22	25474.50	560439.00
3	AAA Conductor "Wolf" with detail specification enclosed as Annexure-"A"	8.16	69530.40	567368.06
	Sub-Total			2665717.61
	E.D. & Cess @ 12.36 %			329482.70
	Sub-Total			2995200.31

(Signature)

(Signature)

	CST @ 2%			59904.01
	Sub-Total			3055104.32
	Freight, Transit Insurance & Other charges @ Rs.700/KM for Item SL no1	33		23100.00
	Freight, Transit Insurance & Other charges @ Rs.390/KM for Item SL no2	22		8580.00
	Freight, Transit Insurance & Other charges @ Rs.1000/KM for Item SL no3	8.16		8160.00
	Total Value			3094944.32
	CMPDIL Inspection Charge @ 1% of F.O.R. Destination value			30949.44
	Service Tax on CMPDIL Inspection charge @12.36%%			3825.35
	Total Landed Value(Rs)			3129719.11
	Rs(Round off)			3129719.00

(Rs.Thirty One Lakh Twenty Nine Thousand Seven Hundred Nineteen only)

Technical details will be as indicated at Annexure "A" enclosed herewith .

1. **Price:**Firm and F.O.R Destination basis

2. **TOTAL ORDER VALUE:** The total order value will be Rs. **3129719.00 (Rupees Thirty One Lakh Twenty Nine Thousand Seven Hundred Nineteen only)** on F.O.R Destination basis.

3. **Excise Duty & Cess :** Shall be paid extra at actuals against documentary evidence. Present rate of ED is @ 12.36% . CENVAT credit as admissible will be availed by BCCL.

4. **Sales Tax:** I) Concessional Central Sales Tax is payable extra as applicable. Present Rate is @ 2% against Form- "C".

II) CST Form 'C' will be issued by the consignee.

5. **Packing & Forwarding Charges :** Nil

6. **Freight & Trans. Insurance:** Extra. Maximum as indicated above for each item separately.

7. **Mode of Dispatch :** By Road on F.O.R. Destination ,Freight paid basis

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

9. **Delivery Period :** 'within 03(Three) months.'

NOTE : You will ensure safe & sound delivery of stores at consignee's end.

However , keeping in view of our urgency, earliest delivery will 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 to your account .

10. **Consignee & Paying Authority :** Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer , Central Stores , Ekra , B.C.C.L.	HOD(F)(MM),Purchase Finance,Koyla Bhawan ,BCCL , Dhanbad

11. **Payment Term :** 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later. .

(Handwritten signatures)

12. **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 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).

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		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
PARTICULARS OF BANK ACCOUNT:As confirmed by you		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Gupta Power Infrastructure Limited, Cuttack Road,Bhubaneswar-751006 Phone: 0674-2313898 Fax: 0674- 2312083
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Allahabad Bank
	B. BRANCH NAME: (Including RTGS Code)	Bapuji Nagar
	ADDRESS:	Bapuji Nagar Main Branch,Bhubaneswar-751009
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	751010002
	D. ACCOUNT TYPE:(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit
	E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	20042513414

13. **Guarantee /Warranty** : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment 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 immediately and replace the materials within 30 days free of cost.

14. **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 “

15. **Security Deposit** :Exempted for being NSIC registered.

16. **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 @ 1.0% of total F.O.R. Destination price with service Tax of 12.36%, is to be paid to M/s. CMPDIL along with 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 in spite 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.

17. **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. of Rs 3,12,972.00 (Rupees Three Lakh Twelve Thousand Nine Hundred Seventy Two only) (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.

Handwritten marks:
A checkmark and a signature.

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 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 :

- i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
- ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited , Commercial Block , Level -III , Koyla Bhawan , Koyla Nagar , Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

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

Niraj Kumar
11/03/15
(Niraj Kumar)

Sr.Manager(Excvn.)(MM)

A D Santhish
11/03/15
(A D Santhish)
CM (MM)-III

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
(i)BCCL/CGM(E&M)/F-Central Indent(Elect)/2013-14/03 dated 27.06.2013	BC No: (i)BCCL/C&B/CAP/RegPN25/SN-226/e-BC no 432 dated 27-02-2015, Cap(14-15), Head-P&M for Rs.27,46,688.00 (ii) BC for Rs 321460.00 accorded vide BC no :1/04 dated 10.07.2013 under Master Plan & BC for Rs 61,571.49 only accorded against Master Plan vide no :12/29 dated 28.01.2015 FC No: (i)327 dated 10.03.2015 for Rs.27,46,688.00 only for M/S Gupta Power Infrastructure Ltd (ii)FC no :12/30 dated 28.01.2015 for Rs 3,83,031.49 only.
(ii)AVI/E&M/2013-14/117 dated 23.05.2013	
(iii)BCCL/KA/AM E&M/1037 dated 29.11.2012	
IR no and date	
213183 (13-14) dated 08-10-2013	

Copy to:

1. Depot Officer, Ekra Central Stores.
2. HOD(Fin)(MM), MM Division, Koyla Bhawan
3. GM(E&M)/C, BCCL
4. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. CGM/GM(E&M), CMPDIL, Gondwana Place,, Kanke Road, Ranchi
6. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. Mr.L C Singhi, IAS (Retd), L-31, Third Floor, Kailash Colony, New Delhi-110048
8. Master File / Office Copy
9. HOD (E&M), BCCL

Enclosure:

Annexure "A"
Format of PBG

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Niraj Kumar
11/03/15
Sr.Manager(Excvn.)(MM)

A D Santhish
11/03/15
CM (MM)-III

Annexure-“A”

SPECIFICATION OF AAA CONDUCTOR

AAAC will be manufactured as per IS 398 (Part – IV) latest amended , if any ,equivalent to ACSR of following :

AAAC equivalent to ACSR WOLF :

Actual area – 148 sq. mm

Stranding & wire dia(mm) – 19/3.15

AAAC equivalent to ACSR DOG :

Actual area – 100 sq. mm

Stranding & wire dia(mm) – 7/4.26

AAAC equivalent to ACSR RABBIT :

Actual area – 55 sq. mm

Stranding & wire dia.(mm) – 7/3.15

Following documents will have to be submitted at the time of supply :

- a) An attested copy of currently valid BIS licence of IS 398(Part – IV) of 1994
With latest amended if any.
- b) Routine Test certificate

Sr. Manager(Excvn.)(MM)

CM (MM)-III

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 be 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 relived 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.]

Date: Day of20

For Bank

Signature of the authorised person
for and on behalf of the Bank
Emp. Code.



D 1313311

