

Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company
(A Subsidiary of Coal India Limited- A Maharatna Company)

Regt. Off: Koyla Bhawan, Koyla Nagar
Dhanbad-826005

CIN :U10101JH1972GOI000918



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

ORIGINAL BY REGD. POST.

SUPPLY / PURCHASE ORDER

Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

By Registered Post

Dt: 31-03-2015

Ref: BCCL/Pur/514165/DG Sets/Barora & EJA/14-15/81/258

To

M/S Sharda Diesels Pvt Ltd
22/23P.Tatsilwai Industrial Area,
Phase-II, Tatsilwai, Ranchi-835103

Phone:0651-2283546

E-mail:sales@shardadiesels.com

Vendor Code: 1/22/D/T/267

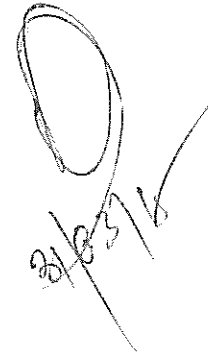
Contact Person:Mr.Anuj Agarwal

SUB :SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DG SETS

- REF: (i) This office e-tender no: BCCL/Pur/514165/DG Sets/Barora & EJA/14-15/81 Opened on 08-12-2014(Tender id no.2014_BCCL_5090_1) and price bid opened on 19.02.2015
(ii) Your online offer(vide bid no.13184) through the portal of www.coalindiatender.gov.in against the subject tender
(iii)our letter no. BCCL/Pur/514165/DG Sets/Barora & EJA/14-15/81/6683-85 Dt:28.02/02.03.2015
(iv) Your subsequent confirmations/submission of short fall documents on the portal and your letter no:nil dated 04.03.2015 confirming price justification

With reference to the above, we are pleased to place an order on you for Supply, Installation Testing & Commissioning of various Capacity DG Set at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-I enclosed and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

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NIT item SL no	Description	Qty.(No)	Basic Rate/Unit(Rs)	Value (Rs.)
1	40 KVA DG Set Engine make:Mahindra & Mahindra Alternator:Crompton greaves Limited Control Panel Make: Sharda Diesels Private Limited	02	3,90,866.22	7,81,732.44
2	62.5 KVA DG Set Engine make:Mahindra & Mahindra Alternator:Crompton greaves Limited Control Panel Make: Sharda Diesels Private Limited	01	4,63,825.13	4,63,825.13
3	15 KVA DG Set Engine make:Mahindra & Mahindra Alternator:Crompton greaves Limited Control Panel Make: Sharda Diesels Private Limited	01	2,31,562.25	2,31,562.25
	Detailed technical specifications and Technical Data as per Annexure-I Enclosed.			
	Sub-Total			14,77,119.82
	ED @10.3%			1,52,143.34
	Sub Total(Rs)			16,29,263.16
	VAT @14%			2,28,096.84
	TOTAL LANDED VALUE (Rs.)			18,57,360.00
	CMPDIL Inspection Charge @ 1.0% of F.O.R. Destination value(Rs.)			18,573.60
	Service Tax on CMPDIL Inspection charge @12.36 % (Rs.)			2,295.60
	GRAND TOTAL LANDED VALUE (Rs.)			18,78,229.20
	Round off(Rs)			18,78,229.00

(RUPEES EIGHTEEN LAKH SEVENTY EIGHT THOUSAND TWO HUNDRED TWENTY NINE ONLY)

1. PRICE: Firm and F.O.R Destination basis .
2. TOTAL ORDER VALUE: The total order value will be Rs. 18,78,229.00 (Rupees Eighteen lakh seventy eight thousand two hundred twenty nine only) on F.O.R Destination basis.

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(Handwritten signature and date 31/3/15)

3. **EXCISE DUTY & CESS:** Shall be payable extra at actual as legally applicable within stipulated delivery period against documentary evidence. The offered rate of Excise Duty is @10.3%, the impact of which has been indicated above. You shall submit the excise invoice directly in the name of BCCL's consignee indicating all excise registration details of the manufacturer along with the supply bill, enabling BCCL to avail CENVAT credit, if applicable as per provisions of CENVAT.

4. **SALES TAX/VAT:** J-VAT shall be payable extra, as applicable at the time of delivery within the stipulated delivery period. The offered rate of JVAT is @14%, the impact of which has been indicated above.

5. **PACKING & FORWARDING CHARGES :** Nil

6. **FREIGHT & TRANS. INSURANCE:** Nil. The safe arrival of the consignment at consignee's end shall be your responsibility.

7. **MODE OF DISPATCH :** By Road on F.O.R. Destination on 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 :** Shall be completed within 03 (Three) months. Delivery period shall be reckoned from 10th day of placement of order. However, keeping in view of our urgency, delivery may be improved upon.

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

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
For NIT item SL no 1-Depot Officer, Regional stores, BCCL, Barora Area., For NIT item SL no 2 & 3-Depot Officer, Regional stores, BCCL, EJ Area	HOD(F)(MM), Purchase Finance, Koyla Bhawan, BCCL, Dhanbad

11. **PAYMENT TERMS :** 80% payment towards supply of equipment with accessories along with 100% taxes & duties against submission of Performance Bank Guaranty shall be payable within 21 days of receipt and acceptance of materials at site or the date of submission of the bill, whichever is later. Balance 20% payment shall be made after successful completion of installation, testing and commissioning and final acceptance of the equipment. The site for installation shall be made readily available by Area Manager (E&M) of the respective area.

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

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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:		
Tin No.:		
JST No.:		
CST No:		
Circle / Sub		
Service Tax Regd. No:		
Central Excise Duty Regd. No:		
Range (Code):		
Division (Code)		
Commissionerate (Code):		
PARTICULARS OF BANK ACCOUNT:As confirmed by you		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	Sharda Diesels Pvt. Ltd 22/23P,Tatasilwai Industrial Area Phase-II,Tatasilwai,Ranchi-835103 Phone/Fax:0651-2283546
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Indian Overseas Bank
	B. BRANCH NAME: (Including RTGS Code)	Purulia Road Branch RTGS Code:IOBA 0001508
	ADDRESS:	Purulia Road,Ranchi-834001
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	834020005
	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)	150802000002223

13. GUARANTEE /WARRANTY : The supply shall be covered by the maker's standard guarantee as follows:

You shall warrant that the equipment supplied under the contract / supply order

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(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

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. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The supplier will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

14. 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 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 "

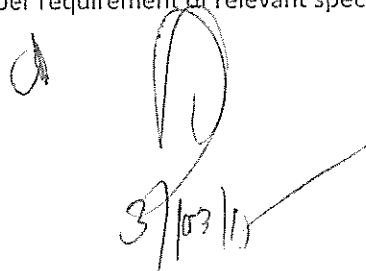
15. SECURITY DEPOSIT : Exempted for being NSIC registered.

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

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Handwritten signature and date 31/03/15

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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.

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.

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 1,87,823.00 (Rupees One Lakh Eighty Seven Thousand Eight Hundred Twenty Three 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.

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.

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- 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.

20. FORCE MAJURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of embargo /curfew or blockade or fire, flood, acts of nature or any other contingency beyond the suppliers control due to act of God then BCCL may allow such addition time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

21. SERVICE CENTRE: You shall cater to services from your nearest service centre at the following address to facilitate immediate service and maintenance:

M/S Friends Power, Ground Floor, Vikas Nagar, Road no 4, Near Kalali, Matkuria, Dhanbad. Contact Person: Mr. Khurshid Ahmed

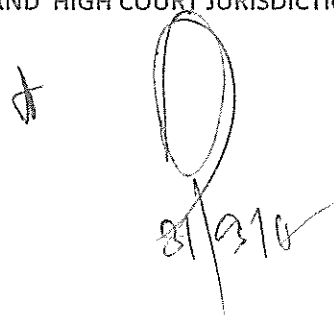
22. AFTER SALES SUPPORT: You shall have factory trained team of engineers to extend after sales support from your Tatasilwai works, Ranchi and. After sales service shall also be provided from Your service Centre at Dhanbad .

23. SPARES PARTS AVAILABILITY: You shall make the spare parts available for the entire period of service life of DG Set. A certificate to this effect shall be submitted by you along with the supply bills.

24. INSTALLATION AND COMMISSIONING: Installation and commissioning of the DG Sets shall be done by you at no extra cost. The site for installation shall be made readily available by Area Manager (E&M) of the respective areas of BCCL on receipt and acceptance of the materials at consignee's end.

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.



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SUPPLY ORDER NO. BCCL/Pur/514165/DG Sets/Barora & EJA/14-15/81/258

Dt: 31-03-2015

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)
Sr.Manager(Excvn.)(MM)

(C R Samantray)
Chief Manager (MM)-II

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. & dt.
i. GM/ARI/AM(E&M)/DG/1615/13dt. 17/22.10.2013	BC no.:BCCL/C&B/CAP/Reg. PN 10/SN-58/eBC No. 125 dated 25.06.2014 (Cap 14-15) under the Head P&M. Unit code GM (Area I) HQ for Rs 9,84,746.00
ii. 04/1122/13-14/Cap/177dated 28.06.2013	BC no.: BCCL/C&B/CAP/Reg. PN 26/SN-249/eBC No. 461 dated 26.03.2015 (Cap 14-15) under the Head P&M. Unit code GM (E&M) HQ for Rs 893483.00
iii. 04/1122/13-14/Cap/178dated 28.06.2013	BC no.: BCCL/C&B/CAP/Reg. PN 21/SN-168/eBC No. 346 dated 03.09.2013 (Cap 13-14) under the Head P&M. Unit code GM (EJA) HQ for Rs 9,35,089.00
IR no and date	E FC no : (i)343 dated for Rs 893483.00 (ii) 348 dated for Rs 984746.00
514088 dated 21.07.2014 & 313223 dated 20.11.2013	

Copy to:M/S Mahindra & Mahindra Ltd,Farm Equipment Sector C-50,Road no -1,Ashok Nagar ,Ranchi-834002

CC:

1. Depot Officer, Barora/ EJArea..
2. HOD(Fin)(MM), MM Division, Koyla Bhawan
3. Area Purchase Officer,Barora/EJ Area
4. GM(E&M)/C,BCCL
5. ✓ AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
6. CGM/GM(E&M), CMPDIL, Gondwana Place,, Kanke Road, Ranchi
7. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
8. Mr.Naresh Chaturvedi,IAS (Retd),CL-14,Sector-II,Salt Lake,Kolkata-700091
9. Master File / Office Copy

Enclosure:

1. Annexure "I"
- 2.Scanned copy of Bank details provided alongwith the offer for EFT
3. Format of PBG

Niraj Kumar
31/3/15
Sr.Manager(Excvn.)(MM)

Chief Manager (MM)-II