

	<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183) CIN: U10101JH1972GOI000918 WEBSITE:bccl.gov.in Email:gmmm@bccl.gov.in)
	ORIGINAL BY REGD. POST.

<b>SUPPLY / PURCHASE ORDER</b>	Under Jurisdiction of Dhanbad Court and Jharkhand High Court.
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Ref # BCCL/PUR/313064/NFLP VCB/13-14/41/148

Dt. 29-10-2014

To

**Registered Post**

M/S Electroteknica Switchgears Pvt Ltd

Phone033-65444398

1/5A, Raja Basanta Roy Road,

(Vendor Code: 1/12/M/T/079)

Kolkata – 700026

Contact Person: Mr.A.K Sinha

Category: Manufacturer

Fax 033-24660444

Sub: This office e-Tender No BCCL/PUR/313064/NFLP VCB/13-14/41 COVER-I opened on 02-09-2013 and cover-II opened on 25-02-2014

Ref: Your offer no. 4933/ESPL/BKU dated 05-08-2013& subsequent correspondence on the above subject. Last being your letter no: ESPL/AKS/DHN/09 dated 17-10-2014

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 : “NFLP VCB “**

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. (No)	Unit Rate(Rs.)	Value(Rs.)
1	11 KV 400A NFLP VCB with detail specification enclosed as Annexure-“A”	04	194025.00	776100.00
2	6.6 KV 400A NFLP VCB with detail specification enclosed as Annexure-“A”	04	189050.00	756200.00
	Sub-total(Rs.)			1532300.00
	E.D. & Cess @10.3%			157826.90
	CST @ 2%			33802.54
	Freight @Rs 2000/Unit			16000.00
	<b>Total Value:</b>			<b>1739929.00</b>



	CMPDIL Inspection Charge @ 1% of F.O.R. Destination value	17399.29
	Service Tax on CMPDIL Inspection charge @12.36%%	2150.552
	Total Landed Value (Rs.)	1759479.00

**(Rs. Seventeen Lakh Fifty Nine Thousand Four Hundred Seventy Nine only)**

(Detailed Technical specification will be as per Annexure "A" at Page 7-8 enclosed)

**2. TOTAL ORDER VALUE :** The total procurement value of NFLP VCB of above ratings comes out to **Rs. 1759479.00 (Rupees Seventeen Lakh Fifty Nine Thousand Four Hundred Seventy Nine 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 :** Shall be paid extra as applicable within stipulated delivery period against documentary evidence. Present rate of Excise Duty @10.3%. 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 as per prevailing provisions.

**5. CST:** CST Payable extra as applicable within the stipulated delivery schedule against concessional form "C". Present rate of CST is @ 2% against concessional form "C" to be provided by the consignee.

**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 by the consignee whichever is later.

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

**8. FREIGHT:** Maximum as indicated above @ Rs.2000.00(Rupees Two Thousand only) per unit.

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

**12 .DELIVERY PERIOD :** "Shall be completed within **03(Three) months**".

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 HOD (Fin)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

**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 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 & 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
<b>PARTICULARS OF BANK ACCOUNT:As confirmed by you in your offer</b>		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME& ADDRESS: (With Telephone No. & Fax No.)	M/s Electroteknica Switchgears Pvt.Ltd,1/5A,Raja Basanta Roy Road,Kolkata-700026 Phone: 033-65444398/99 Fax: 033-24660444
2	<b>PARTICULARS OF BANK ACCOUNT:</b>	
	<b>A. BANK NAME:</b>	State Bank of India
	<b>B. BRANCH NAME:</b> (Including RTGS Code)	SME Branch,Ballygunge RTGS Code:SBIN0004140
	<b>ADDRESS:</b>	50A,Gariahat Road(5 <sup>th</sup> Floor),Kolkata-700019
	<b>C. 9-DIGIT CODE NUMBER OF THE BANK &amp; BRANCH</b> (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700002205
	<b>D. ACCOUNT TYPE:</b> (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Cash Credit SBIN0004140
	<b>E. LEDGER NO./LEDGER FOLIO NUMBER:</b>	NA
	<b>F. ACCOUNT NUMBER (CORE BANKING) &amp; STYLE OF ACCOUNT</b> (As appearing on the Cheque Book)	10990417840 Stock Account

**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.

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**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 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:** The successful tenderers will be required to deposit as security money 10% of the value of the contract i.e. **Rs 1,75,948.00 (Rupees One Lakh Seventy Five Thousand Nine Hundred Forty Eight 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 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.

**19. INSPECTION** –A 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 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%(one percent) of total F.O.R. Destination price with service Tax of 12.36%, is to be paid by you 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.

B.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 i.e. Rs 1,75,948.00 (**Rupees One Lakh Seventy Five Thousand Nine Hundred Forty Eight only**) The order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) to cover the performance during the guarantee period of the contract shall have to 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**

**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 :**

(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.

P.O No:BCCL/PUR/313064/NFLP VCB/13-14/41/148

Dt. 29-10-2014

**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.
BCCL/CGM(E&M)/F-Central Indent(Elect)/12-13/03 Dated 18-02-2013	BC No: BCCL/C&B/CAP/Reg PN-17/SN-134/e-BC no 281 dated 27-09-2014 for Rs.17,59,479.00
IR no and date	FC No 218 dated 27-10-2014 for Rs. 17,59,479.00
313064(B) (13-14) dated 12-06-2013	

**Copy to:**

1. Depot Officer, Ekra Central Stores.
2. HOD(Fin)(MM), MM Division, Koyla Bhawan.
3. GM(E&M)/C, Koyla Bhawan.
4. GM(E&M),BCCL
5. AM.(MM)(Tech Cell), MM Div, Koyla Bhawan.
6. CGM(E&M), CMPDIL, Gondwana Place,, Kanke Road, Ranchi
7. CGM(MM)/GM(MM), CCL/WCL/SECL/MCL/ECL/NCL
8. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
9. Justice Ashok Kumar Chakraborty (Retd),BB-69,Sector-I,Salt Lake,Kolkata – 700 064
10. Master copy

**Enclosure:**

- Annexure "A"
- Format of PBG
- Format of Security Deposit

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

*Niraj Kumar*  
29/10/14  
Sr.Manager(Excvn.)(MM)

*[Signature]*  
28/10/14  
GM (MM)HOD/e-proc.