

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Materials Management Department
Commercial Block L-III , KoylaBhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)
CIN:U10101JH1972GOU1000918

SUPPLY ORDER NO. BCCL/PUR/313176/POWER TRANSFORMER/13-14/ 98/172

DATE- 29.11.2014

To,

BY REGD POST

M/S SHREE NURSINGSAHAY MUDUNGOPAL ENGINEERS PRIVATE LIMITED,

1B,MAHANADI TOWER,MATAMATH,CANTONMENT ROAD,

CUTTACK -753001(ODISHA)

(VENDOR CODE: 1/01/M/T/038 & OLD CODE 806815)

SUB: SUPPLY OF POWER TRANSFORMERS

REF: i) our e tender no. BCCL/PUR/ 313176/POWER TRANSFORMER/13-14/ 98 DATE- 12.12.2013, COVER – I opened on 29.01.2014(Online),Price bid(on line) opened on 21.07.14

ii)Your offer no.SNM/BCCL/ POWER TRANSFORMER /13-14/183 Dated 22.01.2014

iii) Our letter no. BCCL/PUR/ 313176/POWER TRANSFORMER/13-14/ 98/212 DATE 15/16.04.14 & 2206 DATE 19.07.14 & 3019 dated 29.08.14

iv)Your letter no. SNM/BCCL/Power transformer/14-15/18 dated 28.04.14 &no.92 Dated 01.09.14 and 97 Dated 23.09.2014

v)Letter no.SAI/BCCL/Authorisation/13-14/2785 Dated 18.01.14 of M/S SAI Electricals,Meerut

Dear Sirs,

With reference to the above, we are pleased to place an order on you for Supply of Power Transformers at the rates and scope of supply as indicated under as per the technical specification specified in the Annexure-A enclosed and as per the terms and conditions given hereunder alongwith general terms and conditions of NIT.

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SUPPLY ORDER NO. BCCL/PUR/313176/POWER TRANSFORMER/13-14/ 98/172

DATE- 29.11.2014

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NIT Sl. No.	MATERIAL CODE	ITEM DESCRIPTION	QTY	UNIT RATE(RS)	TOTAL VALUE(RS)
2	28311990716	TRANSFORMER 500KVA,PRIMARY VOLTAGE-11KV,SECONDARY VOLTAGE-0.44KV (Manufacturer M/S Sai Electricals,Saidham,Victoria Park,Meerut-250001,UP.)	15	3,31,650.00	
		Excise Duty @ 10.3% on assessable Value		31930.00	
		CST@2% against Form "c"		7271.60	
		Freight charges as per clause no.1 below .		15000.00	
		FOR DESTINATION VALUE		3,85,851.60	57,87,774.00
		Pre dispatch inspection charges@1%			57,877.74
		Service tax on Pre dispatch inspection charges @12.36%			7,153.69
		TOTAL LANDED COST			58,52,805.43

DETAILED TECHNICAL SPECIFICATIONS AS PER ANNEXURE-A ENCLOSED

(RUPEES FIFTY EIGHT LAKHS FIFTY TWO THOUSAND EIGHT HUNDRED FIVE AND PAISE FORTY THREE ONLY)

1.PRICES: The above prices are Firm & on FOR destination basis inclusive of Packing& Forwarding and Insurance Charges. However, Freight charges shall be payable extra per unit at actuals against documentary evidence to the maximum ceiling as indicated below for FOR destination supply, the impact of which has been incorporated as above.

NIT Sl. No.	Freight charges per unit(Rs)
2	15,000.00

2.EXCISE DUTY: ED including cess shall be payable extra at actuals against documentary evidence as legally leviable within the stipulated delivery period. You being registered with central excise you shall

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submit the excise invoice(indicating therein all excise registration details) at the time of supply of materials alongwith the supply documents enabling BCCL to avail input credit,if applicable, as per provisions of CENVAT.The present/offered rate is @10.3%,the impact of which has been incorporated as above.

3.SALES TAX:CST shall be payable extra,as applicable at the time of delivery within the stipulated delivery period.The present/offered rate is @2% against form "C",the impact of which has been incorporated as above.

4.DELIVERY PERIOD:shall be supplied within 4months from 10th day of issue of order .However, you may improve upon the delivery.

5.PAYMENT TERMS: 100% Payment shall be made within 21 days of receipt and acceptance of the materials or from the date of submission of the bill,whichever is later, against submission of Performance Bank Guaranty.Scanned copy of Your bank details/EFT mandate submitted by you alongwith your offer is enclosed for payment through EFT.

6.CONSIGNEE:Depot Officer,Central stores,Ekra,Dist;Dhanbad,Jharkhand.

7.ALLOCATION:For Koyla Nagar for 4080 qtrs at five colonies.

8.PAYING AUTHORITY: GM(F)MM,BCCL, KoylaBhawan,Dhanbad .

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

The supplier shall warrant that the equipment supplied under the contract / supply order

(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 receipt and acceptance of the materials, 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

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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.

10. SECURITY DEPOSIT: You shall deposit as security money 10% of the value of the contract ie for Rs 5,85,281.00 (Rupees Five Lakhs Eighty five Thousand Two hundred and eighty one 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 contractor 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 contractor, 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. The Security money may be converted into PBG. Your EMD furnished along with the tender shall be returned on submission of Security deposit duly confirmed. The BG format for security deposit is as enclosed.

11. PERFORMANCE BANK GUARANTEE (PBG)- PBG on schedule/Nationalized Bank in India valid for three months beyond the expiry of Guarantee/Warranty period of the contract (ie valid for 21 months from the date of receipt and acceptance of materials at destination site) for 10% value of the Contract ie for Rs 5,85,281.00 (Rupees Five Lakhs Eighty five Thousand Two hundred and eighty one only) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply/ installation/commissioning. The format for PBG is as enclosed.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

12. Inspection and Tests:

- i) The purchaser or its authorised 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.
- 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

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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.

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.

12A. PRE-DISPATCH 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% of total consignment billing (plus statutory levis like service tax @ 12.36% etc, as applicable on inspection fee) 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 the manufacturer 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 the manufacturer in spite of clearance/acceptance by inspection authority i.e. M/s. CMPDIL. The

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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.

Inspection call to M/s.CMPDIL, Ranchi/ their Regional. Office must be given.

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.

13. TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

14. PENALTY FOR FAILURE TO SUPPLY IN TIME: Liquidated Damage(LD) Clause/Risk Purchase clause: 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 material should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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 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 the successful tenderer on the account and at the risk of the defaulting supplier 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 the risk and cost of the defaulting supplier 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

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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 the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

15.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 GM(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.

A certificate to this effect shall be submitted by you along with the supply bill.

16.SUBMISSION OF BILL: Pre-receipted stamped original bill for 100% value in four copies along with delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents as indicated elsewhere in the order should be submitted to the Paying Authority through Consignee only.

17.PACKING: Consignment shall be supplied in suitable standard proper packing.

18.FORCE MAJEURE 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 an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final.

19.ISSUE OF ROAD PERMIT: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

20.DOCUMENTS: Following Documents will have to be submitted at the time of supply :

- 1) The manufacturer shall carry out all routine standard tests in accordance with IS:2026 on each transformer and a copy to be submitted.
- 2) Operation & maintenance manual
- 3) Manufacturer test certificate

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SUPPLY ORDER NO. BCCL/PUR/313176/POWER TRANSFORMER/13-14/ 98/172

DATE- 29.11.2014

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This contract is concluded with the issuance of this order. Two copies of the order are 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 within 10 days, failing which this order shall be deemed to have been accepted by you for execution.

(Nadeem Khan)
AM(MM)

Yours faithfully,

(C.R. Samantray)
Chief Manager(MM)
For & on behalf of Bharat Coking Coal Ltd.

INDENT AND BUDGET REFERENCE:

Indent reference	Budget Certification no. & dt., & FC No. & dt.
1. Indent no. BCCL/CGM/E&M/F-CENTRAL INDENT(ELECTRICAL)/13-14/01 Dated 26.08.13 for 4080 qtrs at five colonies .MMD IR no:313176 dated 03.10.13	Against master plan against BC provided vide no.01/04 dated 10.07.13).(For Value: Rs 57,59,600/- for two items, given by Chief Manager(F)P&P,BCCL & Additional BC provided vide no.10/19 dated 20.11.2014 For Value: Rs 3,70,027.01 for two items, given by Chief Manager(F)P&P,BCCL FC given by CM(F) P&P,BCCL vide e-FC No.10/20 dated 26.11.2014 for Rs 66,29,627.01 Against master plan.

Enclosure: 1. Annexure-A-Detailed technical specifications and Technical Data sheet Technical particulars (General & Special)-containing eight pages

2. Scanned copy of Your bank details/EFT mandate

COPY: M/S SaiElectricals, Saidham, Victoria Park, Meerut-250001, UP.

COPY: 1. GM(E&M)I/C, KoylaBhawan

2. GM(F), MM, KoylaBhawan: HOD(Env), while giving FC, has indicated that the expenditure is to be booked against Master plan ie not capitalized in the books of BCCL. Moreover, to make payment fund is to be arranged from CIL against Master plan, which shall require approval of BCCL Board as per modalities of release of fund ref. no. CIL/Env/MP/10-11/3056 Dated 13.10.2010

3. HOD(Env), KoylaBhawan

4. CHIEF MANAGER(F)C&B, BCCL HQ, Dhanbad.

5. Depot Officer, Central Stores, BCCL, EKRA, Dist: Dhanbad, Jharkhand, India.

6. CGM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi

7. MM(Tech Cell), MM Div, KoylaBhawan.

8. IEM: Naresh Chaturvedi, IAS(Retd.), CL-14, Sector-II, Salt Lake, Kolkata - 700 091

9. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

10. MF/Office Copy

Nadeem Khan
AM(MM) 29/11/14

C.R. Samantray
Chief Manager(MM)

To,
 Bharat Coking Coal Limited,
 Koyla Bhawan, Koyla Nagar,
 Post-B.C.C.L Township,
 Dhanbad (Jharkhand),
 Pin-826005

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Dear Sir,

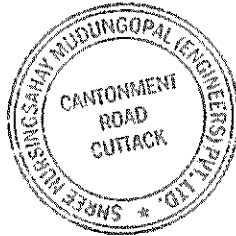
REF : NIT No.: BCCL/PUR/ 313176/POWER TRANSFORMER/13-14/ 98 Dated: 12.12.2013

SUB : Banking Details for Payment through Electronic Fund Transfer/Internet Banking

1	VENDOR/SUPPLIER/CONTRACTOR/ CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	SHREE NURSINGSAHAY MUDUNGOPAL ENGINEERS PRIVATE LTD, 1B, MAHANADI TOWER, MATAMATH, CANTONMENT ROAD, CUTTACK - 753001, Ph: 0671-2303700, Fax No: 0671-2301788
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	UNION BANK OF INDIA
	B. BRANCH NAME: (Including RTGS Code)	COLLEGE SQUARE, UBIN0540714
	ADDRESS:	BHIMA ICE FACTORY ROAD, COLLEGE SQUARE, CUTTACK
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	753026003
	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)	407101010031457

3. Date of Effect: - I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information; I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date: 28.04.2014



For Shree Nursingsahay Mudungopal
(Engineers) Private Limited

[Signature]
 Authorized Signatory
 Signature of the Customer
 Vendor/Supplier/Contractor

Certified that the particulars furnished above are correct as per our records



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 29/10/14

[Signature]
 Signature of the Authorized
 Officials from the Bank

