


PO no: BCCL/PUR/215244/MINING CABLE/16-17/03/128

DATED 27.09.2016

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
SUPPLY / PURCHASE ORDER	Under Jurisdiction of Dhanbad Court and Jharkhand High Court only.	

Speed Post

Ref: BCCL/PUR/215244/MINING CABLE/16-17/03/128

DATED 27.09.2016

To

M/S Netco Cable Industries (P) Ltd.
B-11/1, Okhla Industrial Area,
Phase-II, New Delhi-110020

Cell no:9823114365
FAX-011- 41708082
Vender Code :1/01/M/S/002
PAN no: AAACN2751J
Contact Person: Mr.S Jain

Sub :This office e-tender no: BCCL/PUR/215244/MINING CABLE/16-17/03 DT- 29.04.2016 Opened on 23-05-2016

Ref: Your online offer (Bid no103063) through the portal of www.coalindiatender.gov.in against the subject tender(Tender Id no:2016_BCCL_36393_1) and subsequent confirmations and shortfall documents submitted.

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 : "PVC Copper Mining Cable of different sizes"

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 :

NIT SL no	Description	Qty.(No)	Basic Rate/Unit(Rs)	Value (Rs.)
2	PVC Copper Mining Cable 3.3 KV 3Cx 50 Sq.mm	1000 mtr	728.00	728000.00
4	PVC Copper Mining Cable 3.3 KV 3Cx 120 Sq.mm	2000 mtr	1802.00	3604000.00
	Sub-Total(Rs)			4332000.00
	ED @12.50%			541500.00
	Sub-Total(Rs)			4873500.00
	CST @ 2% against form''C'			97470.00

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	Sub Total(Rs)			4970970.00
	TOTAL LANDED VALUE (Rs.)			4970970.00
	CMPDIL Inspection Charge @ 1.0% of F.O.R. Destination value(Rs.)			49709.70
	Service Tax on CMPDIL Inspection charge @15 % (Rs.)			7456.45
	GRAND TOTAL LANDED VALUE (Rs.)			5028136.15
	Round off(Rs)			5028136.00

(Rupees Fifty Lakh Twenty Eight Thousand One Hundred Thirty Six only)

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

2. TOTAL ORDER VALUE: The total order value will be Rs. 5028136.00(Rupees Fifty Lakh Twenty Eight Thousand One Hundred Thirty Six only) on F.O.R Destination basis.

3. Excise Duty : Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present applicable rate of Excise Duty is 12.50%. You shall raise cenvatable invoice indicating in details of Excise registration, so that input tax credit can be availed by the consignee if applicable as per cenvat provision.

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. Price: Firm & For Destination

7. Freight, Trans. Insurance & other Charges: NIL

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

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

10. Delivery Period: To be delivered “50% quantity of each size within three months and rest 50% quantity of each size within next 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 .

11. 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,KoylaBhawan ,BCCL , Dhanbad

12. 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.

13. 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)

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PARTICULARS OF BANK ACCOUNT:As confirmed by you		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/S Netco Cable Industries (Pvt.) Ltd, B-11/1, Okhla Industrial Area, Phase-II, New Delhi-110020
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	Oriental Bank of Commerce
	B. BRANCH NAME: (Including RTGS Code)	G-1, Guru Amardas Bhawan, 78, Nehru Place, New Delhi-110019 (RTGS Code: ORBC 0100217)
	ADDRESS:	G-1, Guru Amardas Bhawan, 78, Nehru Place, New Delhi-110019
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	110022020
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Over Draft General
	E. LEDGER NO./LEDGER FOLIO NUMBER:	NA
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	02175015000296

14. **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.

15. **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"

16. **Security Deposit:** Waived for being NSIC registered.

17. **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 15.0%, 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

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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.

18. 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. **5,02,814.00 (Rupee Five Lakh Two Thousand Eight Hundred Fourteen 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.

19. 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.

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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.

20. 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.

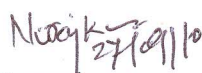
All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT and company's norms.

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)
Sr. Manager (Excn) (MM)


(A D Santhish)
Chief Manager (MM)-III

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC No. with date
(BCCL/GM(E&M)/F-Central Indent(Elect)/2014-15 dated 04.09.2014.	e-BC No: BCCL/C&B/CAP/Reg PN-09/SN-73/e-BC no 254 dated 08.09.2016 under the Head "P&M" (others) for Rs 50,28,136.00 only e-FC no: 151 dated 23.09.2016 for Rs 50,28,136.00 only
IR no and date	
215244 dated 21.01.2016	

PO no: BCCL/PUR/215244/MINING CABLE/16-17/03/128

DATED 27.09.2016

Copy to:

1. Depot Officer, Central Stores, Ekra, BCCL
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. Shri Naresh Chaturvedi, IAS(Retd.) CL-14, Sector-II, Salt Lake, Kolkata-70091
8. Master File / Office Copy

Enclosure:

Annexure "A"

Format of PBG

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Niraj K
27/09/16
Sr. Manager (Excvn.)(MM)

[Signature]
27/09/16
Chief Manager (MM)-III

Annexure-A**TECHNICAL SPECIFICATION****SPECIFICATION OF 3.3 KV COPPER MINING CABLE**

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

NIT SL no	DESCRIPTION OF ITEM	QUANTITY(in Meters)
2	3.3 KV Copper Mining Cable(3 Core x 50 Sq. mm)	1000
4	3.3 KV Copper Mining Cable(3 Core x 120 Sq. mm)	2000

- All above sizes of cables shall be supplied in Drum length of 250 meter with tolerance of (+/-)5%
- The Reference of standards in respect of conductors, PVC Insulation for sheath, cable tests , cable drum etc. shall be in accordance with relevant IS Laid down in IS:1554 (Part-II)/1988 or latest.

1. Confirmation that Linear marking at one meter interval on the outer sheath of cable will have to be done

2. Confirmation that the conductivity of armoring shall not be less than 75 % that of main core.

Following documents shall have to be submitted along with supply :

1. An attested copy of currently valid BIS license 1554(part II) /1988
2. Routine test certificate.

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