Po no: BCCL/ PUR/215011/VCB-CR/15-16/23/77 Dt: 10-08-2016

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.

By Speed Post

Ref: BCCL/ PUR/215011/VCB-CR/15-16/23/77 Dt: 10-08-2016

To

M/s Andrew Yule & Company Limited,
Electrical Division-Kolkata Operations,
14,Mayurbhanj Road,
Kolkata-700023

Phone:033-24491770
PAN no: AACCA4245Q
VENDOR CODE: 1/03/M/P/019
Contact Person: Mr. P P Munshi
Category: Manufacturer

Sub: Our tender no. BCCL/ PUR/215011/VCB-CR/15-16/23 DATED20-07-2015 COVER-I OPENED ON 14-08-2015

Ref: Your online offer(Bid no43844) through the portal of www.coalindiatender.gov.in against the subject tender(Tender Id no:2015_BCCL_16433_1) and subsequent confirmations and shortfall documents submitted.

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** : "**33 KV NFLP VCB WITH CONTROL REMOTE PANEL** "

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 no	Description	Qty.(No)	Basic Rate/Unit(Rs)	Value (Rs.)
1	33 KV VCB with CR Panel (Detailed as per Technical Specification "A")	02	5,40,000.00	1080000.00
	Sub-Total			1080000.00
	ED @12.50%			135000.00
	CST @ 2% against form"C'			24300.00
	Sub Total			1239300.00
	Freight, Transit Insurance & Other Charges@ Rs 10000/Unit			20000.00
	TOTAL LANDED VALUE (Rs.)			1259300.00
	CMPDIL Inspection Charge @ 1.0% of F.O.R. Destination value(Rs.)			12593.00
	Service Tax on CMPDIL Inspection charge @14.5 % (Rs.)			1825.98
	GRAND TOTAL LANDED VALUE (Rs.)			1273718.98
	Round Off (Rs)			1273719.00

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(Rupees Twelve Lakhs Seventy Three Thousand Seven Hundred Nineteen Only)
(Technical details will be as indicated at Annexure"A"enclosed herewith) .

2. **TOTAL ORDER VALUE:** The total order value will be Rs. **12,73,719.00** (Rupees Twelve Lakhs Seventy Three Thousand Seven Hundred Ninteen only) on F.O.R Destination basis.

3. **EXCISE DUTY**: Payable Extra as applicable within delivery schedule at actual on documentary evidence, Present rate of E.D. &Cess is 12.50% .The firm shall raise Cenvatable invoice, 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. **FREIGHT,TRANSIT INSURANCE & OTHER CHARGES**: Maximum @Rs10000/Unit

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**:Supply should be completed 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),PurchaseFinance,KoylaBhawan ,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.

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)

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PARTICULARS OF BANK ACCOUNT: As confirmed by you in your offer		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S **NAME& ADDRESS:** (With Telephone No. & Fax No.)	Andrew Yule and Company Limited,14,MayurbhanjRoad,Kolkata-700023 Phone: 033-24495935 Fax: 033-24491184
2	**PARTICULARS OF BANK ACCOUNT:**	
	A. **BANK NAME:**	IDBI Bank Ltd
	B. **BRANCH NAME: (Including RTGS Code)**	Park Street Branch, RTGS Code:IBKL 0000012
	ADDRESS:	Siddha Point,Park Street,Kolkata-700016
	C. **9-DIGIT CODE NUMBER OF THE BANK & BRANCH** (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	700259002
	D. **ACCOUNT TYPE:**(S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	Current Account Branch Code:002
	E. **LEDGER NO./LEDGER FOLIO NUMBER:**	NA
	F. **ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT** (As appearing on the Cheque Book)	012103000000718

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 cost. 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 -Waived as being Govt. of India Enterprise

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:

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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 14.50%, 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 aboveFinal 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 or 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. **Rs 1,27,372.00 (Rupees One lakh Twenty Seven Thousand Three Hundred Seventy One 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.

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 is 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*

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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 .

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Yours faithfully,

Po no: BCCL/ PUR/215011/VCB-CR/15-16/23/77 Dt: 10-08-2016

For & on behalf of Bharat Coking Coal Ltd.

(Niraj Kumar) (A D Santhish)
Sr.Manager(Excvn)(MM) Chief Manager(MM)-III

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC & FC Reference
(i) BCCL/CGM(E&M)/F-Central Indent(Elect)/MaheshpurRLS/2013-14/02 dated 27.08.2013	BC No:BCCL/C&B/CAP/Reg PN-07/SN-34/e-BC no 143 dated 01.08.2016,Head-P&m(others)New Job for Rs 12,73,719.00 only FC No:e-Fc no 55 dated 05.08.2016 for Rs. 12,73,719.00 only
IR no and date	
215011 (15-16) dated 16-04-2015	

Copy to:

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

Enclosure:
Annexure "A"
Format of PBG

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Sr.Manager(Excvn)(MM) Chief Manager(MM)-III