

	BHARAT COKING COAL LIMITED (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) Web site: www.bccl.gov.in
SUPPLY /PURCHASE ORDER	Under Jurisdiction Of Dhanbad Court And Jharkhand High Court Only.

BCCL/PUR/560251/ Conductor/Risk Purchase/09-10/e-tendering/75/123 Dated: 03-10-2012
To

M/s Palriwal Industries Pvt. Ltd.
Horhap Road,
P.O.- Mahilong
Ranchi-835103 (Jharkhand)

BY REGISTERED POST

Fax- 033-22253088
Pone No.- 0651-3244000
VENDER CODE: 1/22/D/T/499

Ref.- BCCL/PUR/560251/Conductor/Risk Purchase/09-10/e-Tendering/75,
opened on 26-09-2011
Your Off-line documents submitted vide letter no. PIPL/HO/2012-13/536,
Dt: 22-09-2011 and subsequent Correspondence on the above subject.

Dear Sir ,

With reference to the above we are pleased to place our order on you for the supply of "AAA Conductor(Wolf, Rabbit & Gopher)" as per the rates and terms and conditions detailed hereunder:

1.Scope of supply:

ITEM SL.	DESCRIPTION	QTY. (KM)	UNIT RATE /KM	EXTENDED VALUE(RS.)
1	AAA Conductor "Wolf" with detail specification enclosed as Annexure-"A"	38	62271.00	23,66,298.00
2	AAA Conductor "RABBIT" with detail specification enclosed as Annexure-"A"	107	22828.00	24,42,596.00
3	AAA Conductor "Gopher" with detail specification enclosed as Annexure-"A"	02	12852.00	25,704.00
	E.D. & Cess @ 12.36 %			5,97,556.31
	Sub-Total:			54,32,154.31
	VAT @ 5%			2,71,607.71
	Freight @ Rs. 250/KM for Item SLNo1			9,500.00
	Freight @ Rs. 90/KM for Item SL No2			9,630.00
	Freight @ Rs. 51/KM for Item SL No3			102.00
	Transit Insurance @ Rs. 55/KM for Item SL No1			2,090.00
	Transit Insurance @ Rs. 20/KM for Item SL No 2			2140.00
	Transit Insurance @ Rs. 11/KM for Item SL No 3			22.00

	Total Value			57,27,246.02
	CMPDIL Inspection Charge @ 0.8% Of F.O.R. Destination value			45,817.97
	Service Tax on CMPDIL Inspection charge @ 12.36%			5,663.10
	Total Landed Value (Rs.)			57,78,727.09

- (Detailed Technical specification will be as per Annexure “A” at Page No 7)
2. **TOTAL ORDER VALUE** : The total procurement value of AAA Conductor(Wolf, Rabbit & Gopher) comes out to **Rs 57,78,727.09 (Rs. Fifty Seven Lakh Seventy Eight Thousand Seven Hundred Twenty Seven and Paise 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** – Payable Extra as applicable within delivery schedule at actual on production of documentary evidence, Present rate of E.D. & Cess is 12.36 % .
5. **VAT**: Payable Extra as applicable., Present rate of VAT is @ 5 % .
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 whichever is later by the consignee.
7. **PACKING & FORWARDING CHARGE**: Nil
8. **FREIGHT CHARGES** : Freight should be paid at actual against documentary evidence subject to maximum as indicated above item wise separately.
9. **TRANSIT INSURANCE CHARGES** : Maximum as indicated in above item wise separately.
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** : Not required , since supply point is situated in Jharkhand State.
12. **DELIVERY PERIOD** : Delivery of the material will be completed within (02) Two months from the date of receipt of Purchase Order.
- 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 on your account.

13. Consignee:	14. Paying Authority
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The General Manager (F)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 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 & security deposit).

16. THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	<i>SUPPLIER</i>	<i>CONSIGNEE</i>
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
PARTICULARS OF BANK ACCOUNT:	M/s Palriwal Industries Pvt. Ltd. Horhap Road, P.O.- Mahilong, Ranchi-835103	
Name of the Bank.	State Bank Of India	
Name of the Branch with complete address.	Commercial Branch, Mecon Campus, Doranda, Ranchi	
Party's Account Style.	M/S Palriwal Industries Pvt. Ltd.	
Party's nature of Account.	Current	
Party's Account Number.	31119589229	

17. GUARANTEE/WARRANTY : 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, 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.

18. 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”

19. SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling 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 . **For successful tenderers, 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.**

20.. 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 @ 0.80% of total F.O.R. Destination price with service Tax of 12.36%%, is to be paid 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. 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.

21.. 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 (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) 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.

22.. PENALTY FOR FAILURE TO SUPPLY IN TIME

The bidders will confirm their acceptance of the following **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) 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.

23.. 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.

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 no. and Date	BC &FC No. & dt.
BCCL/CGM(E&M)/F-Central Indent(Elect)/2010-11/38 dated: 30-03-2011 IR No. 111073 (11-12) ,Dated: 22-06-2011	BCCL/C&B/Cap/12-13/P&M/HQ/121/99/249 e-BC Dt:- 27-09-2012 For Rs. 1,57,73,517.00 e-FC no 97 dt:- 29-09-2012 (HQ P&P) For Rs.1,57,73,517.00

Copy to:

1. CGM (E&M), BCCL, Koyla Bhawan.
2. GM (Finance), MM, BCCL, Koyla Bhawan.
3. Depot Officer, Central Store, Ekra, BCCL.
4. CGM (E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi.
5. Technical Cell, MMD, Koyla Bhawan
6. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata – 700 064
7. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
8. CGM (MM)/GM (MM): SECL/ CCL/ WCL/ NCL/MCL/ ECL/ CMPDIL
9. M/s Anvil Cables Pvt. Ltd.,102, Krishna, 224, AJC Bose Road, Kolkata – 700 017 : As this order is being placed as Risk Purchase against the unexecuted order No. PUR/560251/Conductor/09-10/Anvil/132 Dt. 25-11-2010 placed on you , you are hereby required to submit difference of amount immediately , for which separate letter is being issued to you .

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

(Niraj Kumar)
Manager(Excvn)MM

(A. K. Choudhary)
CM (MM)

ANNEXURE- “A”

TECHNICAL SPECIFICATION OF AAA CONDUCTOR

AAA Conductor will be manufactured as per IS 398 (Part-IV) latest amended , if any, equivalent to ACSR of following :-

AAAC equivalent to ACSR WOLF	38 Km
Actual area	148 sq. mm.
Stranding and wire dia. (mm)	19/3.15
AAAC equivalent to ACSR RABBIT	107 Km
Actual area	55 sq. mm.
Stranding and wire dia. (mm)	7/3.15
'GOPHAR'	2 Km
Actual area	26 sq. mm.
Stranding and wire dia. (mm)	7/2.36

Following document have to be submitted at the time of supply:

- 1. Copy of current valid IS 398 (Part-IV) of 1994 latest amended if any
- 2. Routine Test certificate.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT
(On Non-Judicial Stamp Paper of Rs,250)

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.
We, the Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.
This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank

FORMAT OF PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper of Rs,250)

1. Messers ----- a company having its office at -----
 -----hereinafter called the Seller has entered into a Contract
 No.-----dt.------(hereinafter called the said Contract) with Bharat
 Coking Coal Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the
 said Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be
 made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee
 for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by
 the seller as security for the due and faithful performance of the terms of the said contract and against any loss
 or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or
 conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to
 give the guarantee herein after contained.

2. We,----- Bank Ltd. do hereby undertake to pay the amounts due and payable under this
 guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by
 way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by
 the said seller of any of the terms or conditions contained in the said contract or by reason of the seller's failure
 to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due
 and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the seller
 has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or
 legal proceeding is pending between purchase and the seller regarding the claim. However , our liability under
 this guarantee shall be restricted to an amount not exceeding -----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into
 force from the date hereof and shall remain in full force and effect during the period that would be taken for the
 performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase
 under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the
 terms and conditions of the said contract have been fully and properly carried out by the said seller and
 accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in writing
 on or before the -----(date to be given-----months from the date of Bank Guarantee) we shall
 be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our
 consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions
 of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for
 any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to
 forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from
 our liability by reason or any such variation or extension being granted to the said seller or for any forbearance
 act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such
 matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an
 relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not
 extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of ---
 ----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the
 previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has
 signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the
 Contractor.

Date----- Day of -----2012

For ----- Bank Limited

Signature of the authorised person
 for and on behalf of the Bank