



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)

ORIGINAL BY REGD. POST.

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

Ref #: BCCL/ PUR/ 111005/Flat cable/11-12/146/19

Dt. 26-04-2013

To

Registered Post**M/s LOAD KING WIRE INDUSTRIES****Fax:011-43046097****PLOT No 438,F.I.E****Patparganj Industrial Area****Delhi-110092****(Vendor Code: 1/01/M/S/006)**

Sub: This office e-Tender No. BCCL/PUR/111005/FLAT CABLE/11-12/ 146 COVER-I opened on 10-05-2012 and cover-II opened on 24-07-2012

Ref: Your Offer No. LKWI/BCCL/12-13/1046 dated 02-05-2012 & subsequent correspondence on the above subject. Last being vide letter no. 4270 dt- 04-03-2013 and your letter no 1253 of even reference dtd.06.03.13

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 : " Flat Submersible Cable "

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.	Basic Rate/Km.	Value (Rs.)
1	1.1 KV Flat cable (3 core x 50 sq mm)	1.00 KM	10,47,110.00	10,47,110.00
2	1.1 KV Flat cable (3 core x 70 sq mm)	2.00 KM	14,84,000.00	29,68,000.00
	Sub Total			40,15,110.00
	CST @ 2% against Form "C"			80,302.20
	TOTAL LANDED VALUE (Rs.)			40,95,412.20
	CMPDIL Inspection Charge @ 0.8% of F.O.R. Destination value(Rs.)			32,763.30
	Service Tax on CMPDIL Inspection charge @12.36 % (Rs.)			4049.54
	GRAND TOTAL LANDED VALUE (Rs.)			41,32,225.04
	Round Off (Rs)			41,32,225.00

(Rupees Forty One Lakh Thirty Two Thousand Two Hundred Twenty Five only)

(Detailed Technical specification will be as per Annexure "A" at page- 6 enclosed)

2. TOTAL ORDER VALUE : The total procurement value of 1.1 KV Flat Cable of both the sizes comes out to **Rs. 41,32,225.00 (Rupees Forty One Lakh Thirty Two Thousand Two hundred Twenty Five 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 : Not Applicable. If applicable during pendency of the contract it will be borne by you.

5. CST: Payable Extra as applicable within delivery schedule at actual against documentary evidence, Present rate of CST is @ 2% against Form "C".

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 & INSURANCE CHARGES : Nil.

9.. 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 .

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

11 .DELIVERY PERIOD : Shall be completed within 02 months.

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.

12. Consignee:	13. Paying Authority
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The General Manager (Fin)MM , Purchase Finance, Koyla Bhawan, B.C.C.L. , Dhanbad

14.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 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

PARTICULARS OF BANK ACCOUNT:As confirmed by you in your offer		
1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	M/s LOAD KING WIRE INDUSTRIES PLOT No 438,F.I.E Patparganj Industrial Area Delhi-110092 Fax:- 011-43046097 TEL:-011-22144139
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	STATE BANK OF INDIA
	B. BRANCH NAME: (Including RTGS Code)	Udyog Sadan, SBIN0010553
	ADDRESS:	Plot No-419,FIE, Patparganj Industrial Area Delhi-110092
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	MICE:- 110002431 CODE:- 10553
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13) E. LEDGER NO./LEDGER FOLIO NUMBER: F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	CURRENT, 11 ACCOUNT NUMBER:- 30465235102

15. 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. A certificate to this effect shall be submitted by you alongwith the supply.

16. 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".

17. SECURITY DEPOSIT: Not applicable as you are NSIC registered.

18. 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 @ 0.80% 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.

19. 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) to cover the performance of during the guarantee period of the contract 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.

20. 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.

21. 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 & BUDGET CERTIFICATION REFERENCE

Indent no and date	BC &FC No. & dt.
BCCL/CGM (E&M)/F-Central Indent (Elect)/2010-11/10 dated 21.01.2011	BC No: BCCL/C&B/CAP/Reg. PN-6/ SN-6/ e-BC No. 10 dated 25-04-2013 HEAD -P&M for Rs.41,32,225.00
IR No and date	e-FC No: 04 dated 26-04-2013 for Rs.41,32,225.00
111005(11-12) dated 12-04-2011	

Copy to:

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

Enclosure:-

Annexure "A"
Format of PBG

Yours faithfully,
For & on behalf of Bharat Coking Coal

Ltd.

Manager(Excvn.)(MM)

Chief Manager (MM)

ANNEXURE-“A”**TECHNICAL SPECIFICATION OF 1.1 KV FLAT CABLE**

Three core 1.1KV Grade Flat PVC cable to be used for submersible pump, of electrolytic grade bright copper conductor confirming to IS 8130/84,PVC insulated impervious to water, oil grease etc. and conforming to IS 694:1990 with latest amendments.

3x50sq.mm- 1.00 Km
3x70sq.mm- 2.00 Km

Technical parameters	3x50sq.mm	3x70sq.mm
Minimum No. of wires	703	360
Dia. of wires	0.30mm	0.50mm
Insulation thickness	1.40mm	1.40mm
PVC Sheath		
Minimum thickness(Nom.)	2.20mm	2.20mm
Width	45.0 mm	51.00mm
Overall thickness	18.3mm	20.00mm
Max. resistance at 20 ⁰ C	0.386 ohm/Km	0.272 ohm/Km
Min. current carrying capacity	115Amp	140Amp.

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

Drum length- 250 Mtr (Tolerance+/-5%)

Latest test report of Govt. recognized test house will have to be submitted at the time of execution of order for following :-

- (i) Tensile strength (in N/mm²) for insulation and sheath – Minimum value 12.50
- (ii) Elongation at break (in %) for insulation sheath – 150% min
- (iii) Heat shock test at 150⁰ C – For one hour
- (iv) Thermal stability test 200⁰ C – 80min,40min(sheath)
- (v) Water immersion test at 6KV ac – For one minute

Following documents shall have to be submitted along with Supply:

All routine Test certificate

Manager(Excvn.)(MM)
(MM)

Chief Manager

FORMAT OF PERFORMANCE BANK GUARANTEE(PBG)
(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 relieved 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 -----20

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the

Bank