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**BIHAR COKING COAL LIMITED**

( A Subsidiary of Coal India Limited )

Office of the General Manager(MM)

Materials Management Department

Commercial Block L-III, Koyla Bhaiwan : Koyla Nagar

Dhanbad : 826005 (Fax No- 0326-2230183)

Web site: [www.bccl.gov.in](http://www.bccl.gov.in)**SUPPLY /PURCHASE ORDER**Under Jurisdiction Of Dhanbad Court And  
Jharkhand High Court Only.

Ref. No. BCCL/PUR/211198/MCCB/12-13/LTE/64/68

Dt 05-07-2013

To

68

REGD. POST

M/s D Traders, Chawra Mansion  
Rajganj Road, Panchgathi Bazar,  
Katrasgarh  
Dhanbad-828113

VENDER CODE: 1/22/D/T/050

Ref. - Tender No BCCL/PUR/211198/MCCB/12-13/LTE/64  
opened on 15-10-2012.

Your Off-line documents submitted vide letter no. DT/12-13/120,

dated 14-10-2012 and subsequent Correspondence on the above subject.

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 : "MCCB of different current ratings"**

SN	Description	Tender Qty (No's)	Unit Rate (Rs.)	Extended Value(Rs.)
1	MCCB current rating-630A with all accessories as per Technical Specification. Make-Havell	05	20874.00	104370.00
2	MCCB current rating-400 A with all accessories as per Technical Specification. Make-Havell	08	18240.00	145920.00
3	MCCB current rating-400 A with all accessories as per Technical Specification. Make-Havell	10	17370.00	173700.00
	Sub-Total(Rs.)			423990.00
	VAT @ 5% (Rs.)			21199.50
	Total Landed Value(Rs.)			445189.50
	Grand Total Landed Value(Rs.)			4,45,189.50

(Rs Four Lakhs Forty Five Thousand One Hundred Eighty Nine and Paise Fifty Only)



(Detailed Technical specification will be as per Annexure "A" at Page -5 )

2. TOTAL ORDER VALUE : The total procurement value comes out to Rs 4,45,189.50 (Rs Four Lakhs Forty Five Thousand One Hundred Eighty Nine and Paise Fifty Only) on F.O.R. Destination basis inclusive of all taxes & duties.

3. PRICE- Firm and F.O.R Destination.

4. I.E.D. & Cess Not applicable. If applicable it will be borne by the firm.

5. VAT: Extra @ 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. TRANSIT INSURANCE CHARGE: Nil.

9. FREIGHT : Nil

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. DELIVERY PERIOD : To be completed within one month after a reckoning period of 10(ten) days from the date of issue of order.

However, keeping in view of our urgency, earliest delivery will be appreciated.

Any increase in the rate of taxes & duties beyond delivery period will be on your account.

13. Consignee:

The Depot Officer, Central Stores, Ekra, B.C.C.L.

14. Paying Authority

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 live 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, 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)

PARTICULARS OF BANK

ACCOUNT:

Name of the Bank.

Name of the Branch with complete address.

Party's Account Style.

Party's nature of Account.

Party's Account Number.

M/s D Traders

1<sup>st</sup> Floor, Chawra Mansion, Rajganj Road,  
Panchgari Bazar, Khatrasgarh, Dhanbad

RICI Bank Limited

Katras Branch, Main Road, Opposite Chaudhary  
Bhusing House, Dhanbad-828113

M/s D Traders

Current Account

047505000463



*[Signature]*



**COMPOSITE GUARANTEE / 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 use or 18 months from the date of receipt and acceptance of materials at consignee's site, 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 bidder 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 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.

**17. 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 CH/ 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".

**18. 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 i.e. Rs 44,518.95 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.

**19. INSPECTION :** 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.

**20. 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 in INR i.e. Rs 44,518.95 including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to NM

✓



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.

#### 11. 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 if necessary by BCCL it may be increased up to 1%.

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 11 (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.

#### 12. PRICE FALL CLAUSE :

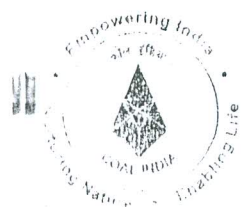
The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If 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. Applied 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.

- Encl.: 1. Technical Specification (Annexure "A")  
2. Format of PBG (Appendix-I)  
3. Format of Security Deposit (Appendix II)



E-Tender No. BCCL/PUR/211198/MCCB/12-13/LTE/64

DATE- 15-09-2012

## Annexure-A

**SCHEDULE OF REQUIREMENT AND TECHNICAL SPECIFICATION:****(A) SCHEDULE OF REQUIREMENT:**

Sl.no.	Description	Qty
1	MCCB Current rating - 630 A	05 Nos
2	MCCB Current rating - 400 A	08 Nos
3	MCCB Current rating - 250 A	10 Nos

**(B) TECHNICAL SPECIFICATION:**

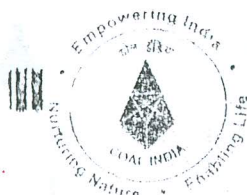
The general requirement of MCCB to be used for 240V / 415 V LT shall be generally confirming to IS 13947 - 1 & 2 - 1993 with latest amendments and IEC - 60947 - 1 & 2 2003 with latest amendments. MCCB's should be suitable for 240 V / 415V 50Hz AC supply and it should have the facility for termination of cable.

MCCB should consist of following features -

1. Nos of Poles -3
2. Rotary Handle
3. Shunt trip
4. Alarm Contact
5. Auxiliary contact
6. Under Voltage trip
7. Overload protection
8. Breaking Capacity - 50KA or more

Documents required to be submitted at the time of supply -

1. Copy of routine Test certificate





# INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and Date	BC & FC No. & dt.
Nil dated Nil IR No 211198 (11-12) dated 17-12-2011	BCNo:BCCL/CED/GM(Cons.)/BC//Rev/13-14/Misc Stores(E&M)/37 dated 25.06.2013 for Rs.4,45,189.50 FC no BCCL/CM(F)/CED/FC//Rev/13-14/Misc Stores(E&M)/02 dated 28.06.2013 for Rs.4,45,189.50

## Copy to:

1. Depot Officer, Ekra Central Stores.
2. G.M.(F)(MM), MM Div, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy
6. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata - 700 064
8. Havells India Ltd, Holding no 22, 4th Floor, New Baradwari Opposite; SH Sakchi, Jamshedpur-831001

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Niraj Kumar  
05/7/13

( Niraj Kumar )  
Manager(Execvn)MM

( A. D. Santhish )  
CM (MM)



**FORMAT OF PERFORMANCE BANK GUARANTEE**

1. Messrs ..... 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 statutes 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. hereby 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

*[Signature]*

*[Signature]*





## APPENDIX-II

### FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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.

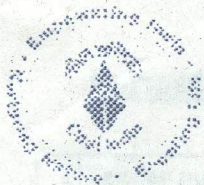
This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated "" day of ""  
For "", Bank Limited.

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







## Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of The General Manager (MM)

L-III Commercial Block, Koyla Bhawan,

Dhanbad, (Jharkhand) 826 005

Phone: (0326) 2230181 (O) FAX (0326) 2230183

Web site: [www.bccl.gov.in](http://www.bccl.gov.in)

### CORRIGENDUM

Ref. No: BCCL/PUR/211198/MCCB/12-13/LTE/64/68/

Dt. 06-07-2013

To

68(A)

REGD. POST

M/s D Traders, Chawra Mansion

Rajganj Road, Panchgarhi Bazar,

Katrasgarh

Dhanbad-828113

VENDER CODE:1/22/D/T/050

Sub: Corrigendum

Ref:P.O No BCCL/PUR/211198/MCCB/12-13/LTE/64/68 dated 05-07-2013

Dear Sir ,

Correction is hereby made in the clause no 1 (Scope of Supply)of the above purchase order under the SL No 3 to the following extent :-

Scope of Supply (MCCB of different Current Ratings )	EXISTING ENTRY	SHALL BE READ AS
SL no 3	MCCB current rating-400 A with all accessories as per Technical Specification. Make-Havell	MCCB current rating-250 A with all accessories as per Technical Specification. Make- Havell

All other terms & conditions of the order will remain unchanged.

Yours faithfully,

Niraj Kumar  
06/07/13

( Niraj Kumar )  
Manager(Excvn)MM

(A. D. Santhish )  
CM (MM)

Copy to:

1. Depot Officer, Ekra Central Stores.
2. G.M.(F)(MM), MM Div, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
- ✓ 4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy
6. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata - 700 064
8. Havells India Ltd, Holding no 22,4th Floor, NewBaradwari,Opposite;SBI Sakchi,Jamshedpur-831001