



**BHARAT COKING COAL LIMITED**  
 ( A Subsidiary of Coal India Limited )  
 Office of the Chief General Manager(MM)  
 Materials Management Department  
 Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
 Dhanbad : 826005(Fax No- 0326-2230183)

**Under jurisdiction of Dhanbad  
 Court and Jharkhand High Court  
 only.**

**SUPPLY / PURCHASE ORDER**

**BY REGD.POST / SPEED POST**

Ref no: BCCL/ Pur/300120/ICDP Switches /MB/10-11/106      Date: 30.07.2011  
 To

M/s J K Industrial Corporation  
 2/1B, DR Rajendra Road,  
 Bhowanipore, Kolkata- 700020  
 FAX – 033-24768374  
 Ph- 033 2476-8374/32025202  
 ( Vendor Code: 1/12/M/S/139 )

Sub: Supply of ICDP & ICTPN Switches ..

Ref: i. BCCL Tender No: BCCL/ Pur/300120/ICDP Switches /MB/10-11/186  
 opened on 28.12.2010

ii. Your offer No. Q/2010-2011/92 dt. 24.12.2010 read along  
 with subsequent correspondences and your last letter dated 07.07.2011

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place  
**PURCHASE ORDER** on you for supply of ICDP & ICTPN Switches at the  
 following price, terms and conditions:

**1. SCOPE OF SUPPLY:-**

	Item & qty	Qty	Sl.no.	Value
1	ICDP Switches, 16 amp., 220-240V, type double pole, ( Mat. Code -94096210033)	969 nos	132.00	127908.00
2	ICDP Switches, 32 amp., 220-240V, type double pole, ( Mat. Code -94096210067)	548 nos	316.00	173168.00
3	ICTPN Switch , 32 amp, 415-440V , three phase , triple pole with neutral link, ( Mat. Code -94096220026)	303 nos	544.00	164832.00
4	ICTPN Switch , 63 amp, 415-440V , three phase , triple pole with neutral –do-link, ( Mat. Code -94096220038)	583 nos	1021.00	595243.00
5	ICTPN Switch , 100 amp, 415-440V , three phase , triple pole	225 nos	1685.00	379125.00

	with neutral link ( Mat. Code -94096220041)			
			Total	1440276.00
	(As per technical specification enclosed at annexure A)		CST@2% against C Form	28805.52
			G. total	1469081.52

**Total Contract Value : Rs. 1469081.52 (Rupees fourteen Lakh sixty nine thousand eighty one and fifty two paise)**

**TERMS & CONDITIONS:**

1. Payment Terms: 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
2. Prices: FIRM and FOR destination except Govt. taxes & duties which shall be paid extra as applicable at the time of dispatch subject to documentary evidence, within the specified delivery period.
3. DELIVERY SCHEDULE:-- **commence within 8 (eight) weeks** from the date of receipt of order and should be completed within another 12(twelve) weeks . Delivery shall be reckoned from 10<sup>th</sup> day from the date of order and date of receipt of material at our store shall be treated as the date of delivery.

**NOTE : Safe arrival of materials shall be your responsibility.**

4. Performance Bank Guarantee – Not applicable.
5. Security Money: Exempted as you are registered with NSIC .
6. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials.
7. Transit Insurance – Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

**8. 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 the purchaser.

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 successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has 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 .

1.1 b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling 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 the risk and cost of the defaulting supplier 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 the supplier, 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 to the successful tenderer 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, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

## 9. 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.

10 Submission of Bills- Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

11 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. 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.

12. Packing: Consignment shall be supplied in suitable standard proper packing.

13 Force Majeure Clause – If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire , flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period , as it considers to be justified by the circumstances of the case and its decision shall be final.

14 Consignee – Depot Officer, Ekra Central Stores., P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

15. Paying Authority- GM(MM) Koyla Bhawan.

16. Issue of Road Permit: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

**17 ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.**

ALL OTHER TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS ALONG WITH SCOPE OF SUPPLY WILL STRICTLY BE AS PER OUR NIT.

This contract is concluded with the issuance of this order. We are enclosing 2 copies of the Purchase order, one of which should be returned to us duly stamped and signed. This issues with the approval of the Competent Authority.

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

(L K Jha)  
. CM(MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt.
MB for yr.10-11sent by CM(MM)-I vide letter no. 1935 dt.10.09.2010	BCCL/HQ/Pur-Fin/store budget/rev . bud/2011-12 other stores(U/G) no.04 dt. 30.06.11 for Rs. 1469081.52 FC given by GM(F) MM no. BCCL/Pur Finance/93/other

	stores(UG) dt. 28.07.11 RB – 11-12.
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Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F) MM , Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. MM(Tech Cell), MM Div,Koyla Bhawan.
5. Master File/Office Copy.