

**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/300262/Transformer/09-10/13/91

Date: 14.07.2011

To

M/s M and B Switchgears Pvt. Ltd.,
2-D/2 , Sanwer Road, Sector –D ,
Industrial Estate ,
Indore – 452015 .
Ph – 0731 – 2721672/2388
FAX – 0731 – 2721693 .
(Vendor Code: 1/16/M/P/001)

Sub: Supply of Transformers.

Ref: i. BCCL Tender No: Pur/300262/Transformer/09-10/13 Opened on 17.06.2010.

ii. Your offer No.MBPL/BCCL/Pur/June-2010 dt 25.05.2010 read along with
subsequent correspondences and your last letter dated 30.05.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of Transformers of different ratings
at the following price, terms and conditions:

1.SCOPE OF SUPPLY:-

Sl. No.	Item	Qty	Unit rate	Value
1	Transformer, 2 MVA 11/6.6 KV (Mat. Code – 28311991095)	01 no	948000.00	948000.00
2	Transformer ,2.5MVA11-6.6/3.3 KV (Mat. Code – 28311991103)	3 nos	1188000.00	3564000.00
3	Transformer ,1.5MVA 11-6.6/3.3 KV (Mat. Code-28311991115)	4 nos	808000.00	3232000.00
4	Transformer ,1 MVA 11-6.6/3.3 KV (Mat. Code-28311991127)	6 nos	638000.00	3828000.00
5	Transformer ,1.0 MVA 11-6.6/.55 KV (Mat. Code – 28311991139)	1 no	638000.00	638000.00
6	Transformer ,1.0 MVA 11-6.6/.44 KV (Mat. Code – 28311991142)	3 nos	638000.00	1914000.00

7	Transformer ,500 KVA 3.3/.55 KV (Mat. Code – 28311991154)	1 no	308000.00	308000.00
8	Transformer ,500 KVA 11/.44 KV (Mat. Code-28311991162)	2 nos	308000.00	616000.00
9	Transformer ,500 KVA 3.3/.44 KV (Mat. Code – 28311990728)	2 nos	308000.00	616000.00
10	Transformer ,200 KVA 11/.44 KV (Mat. Code – 28311991174)	4 nos	168000.00	672000.00
11	Transformer ,100 KVA 11/.44 KV (Mat. Code – 28311991198)	1 no	105000.00	105000.00
12	Transformer ,500 KVA 11/3.3 KV (Mat. Code – 28311991186)	2 no	308000.00	616000.00
	(As per Technical Particular at Annexure - A enclosed)		Total(A)	17057000.00
	ED @ 10.3%			1756871.00
	CST @2% against C Form			376277.42
	Freight charges & Insurance Charges @Rs.40000/- each for item no. 1& 2, @ Rs.25000/- each for item no. 3, 4, 5&6,@ Rs. 10000/- each for item no. 7, 8,9&12 , @ Rs. 7000/- each for item no. 10 and @ Rs.5000/- for item no. 11.			613000.00
			. Total(B)	19803148.42
	CMPDIL inspection charge @ 0.8% on FOR Value			158425.19
	Service tax @ 10.3% on inspection Charge			16317.79
			G. Total	19977891.40

Freight & Insurance charges shall be paid at actual subject to maximum Rs. 613000.00

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 Bills, whichever is later.

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:-- shall be commenced within 4 (four) months and shall be completed within 10 months from the date of receipt of order . Transformers 1000 KVA & above @ 3 nos. per month and Transformers 500 KVA and below @ 4-5 per month . Delivery shall be reckoned from 10th 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 – 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 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.

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. Third party inspection will be carried by CMPDIL Authorities on intimation regarding availability of material from you. The third party inspection charges @ 0.8% of FOR destination value plus service tax @10.3% of inspection charge is to be paid by you to CMPDIL which will be reimbursed to you by BCCL.

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:

1.1 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 .

1.2 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 offers 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 stipulation 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, etc should be submitted to the Paying Authority through Consignee only.

11 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 within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

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(F)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.
BCCL/CGM(E&M)/F-C.Indent/09-10/17 dt 27.08.2009	BCCL/C&B/P&M/11-12/CODE:- 7615 /No-AA59 DT08.07.11 for Rs. 20381569.71

Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM(F)MM, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. CGM(E&M), CMPDIL, Gondwana Palace, Kanke Road, Ranchi
5. MM(Tech Cell), MM Div, Koyla Bhawan.
6. Master File/Office Copy.
- 7 CGM(MM)/GM(MM), CCL / NCL / WCL/ SECL / MCL / ECL /CMP