



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

A Mini Ratna Company

(A Subsidiary of Coal India Limited)

Regt. Off: Koyla Bhawan, Koyla Nagar

Dhanbad-826005

CIN : U10101JH1972GOI000918

Office of the General Manager

Materials Management Department

Level-III, Commercial Block,

Koyla Bhawan, Dhanbad-826005

Phone: 0326-2230181

Fax No.: 0326-2230183

Website: www.bccl.gov.in**PURCHASE ORDER****ORIGINAL BY REGD. POST,**

Ref. No. BCCL/PUR/560000/RC/F R BRATTICE CLOTH/15-16/09/167

Date: 14.11.2015

To ,

M/s. Swastik Mining Industries,

A-81, Kandra Industrial Area

P.O. Bhaitia, Govindpur Dhanbad-828109,

Phone No.06540-283-201/203 E-mail:mpploff@mittalpolypacks.com

Old VENDER CODE: 305020

Vendor Category: Manufacturer (NSIC)

PAN: AAFFS8913B

Sub.: supply of Fire Resistance Brattice Cloth 72" against Rate Contract**Ref: Our Rate Contract: BCCL/PUR/560000/RC/F R BRATTICE CLOTH/15-16/09**

dated 19.05.2015 valid for two years

Dear Sir,

With reference to the above RC , we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Fire Resistance Brattice Cloth 72" at the following price, terms and conditions:

1. SCOPE OF SUPPLY:

S.N.	Item Description	UM	Qty.	Basic Unit Rate (In Rs)	Extended Value (In Rs)
1	DGMS approved BIS marked Fire Resistance Brattice Cloth(72") as per technical specification of above referred RC Material Code:92010240039	Mtr	4000	203.81	8,15,240.00
VAT @ 5%					40,762.00
Total					8,56,002.00
CMPDIL Pre dispatch inspection charges @1%					8,560.02
Service Tax @14% on Inspection charges					1,198.40
Total approx. Value of F.O.R Basis					8,65,760.42

2. **Basis of Prices:** - Firm and on F.O.R. Destination basis3. **Packing & Forwarding:** Nil.4. **Freight & Insurance Charges:** Nil .5. **Excise duty & Cess:** - Not Applicable. If applicable the same will be borne by you.6. **JVAT:** As above against documentary evidence.7. **Service Tax:** As above against documentary evidence

8. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: Safe & sound delivery of stores at consignee's end must be ensured.

9. Mode of Despatch : By Road on F.O.R. Destination , Freight paid basis .

Each Bundle/roll of material shall be marked with the following:

- Manufacturer's name & Trade name/Brand Name.
- Length & width of material
- Batch no, Month& year of manufacturer
- BIS certification mark & DGMS approval mark.

NOTE : Safe & sound delivery of stores at consignee's end must be ensured .

10. Delivery Period: Supply to be completed within 3-6 Months from the date of receipt of order.

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

11. Payment Term : 100% payment will be made within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

12. Paying authority :- HOD(F) MM,BCCL,Koyla Bhawan

13. Consignee: Depot office , Ekra Central Store, BCCL Dhanabd

14. Submission of Bill : 100% value of bill duly stamped , signed & pre-receipted in Quadruplicate, 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)

Your Bank EFT Mandate details will be as under

1	Name of Firm	M/s Swastik Mining Industries
2	Address of Firm	A-81,Kandra Industrial Area P.O. Bhatia ,Govindpur Dist-Dhnabad
3	Name of BANK	STATE BANK OF INDIA
4	Branch Name of Bank	BANK MORE, DHANBAD
5	9 Digit Code of Bank Branch	826002017
6	Account Type	Current
7	Account No.	3033 2330835
8	PAN No.	AAFFS8913B

15. Inspection: - The inspection will be done at consignee's end on receipt of materials by the concerned technical head or their authorized representative.

16. 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 30 days free of cost.

17. PRICE CERTIFICATE: A Price certificate as stated below , should be submitted along with supply bill :

“ 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 “ .

18. Security Deposit - Waived as being registered with NSIC valid upto 20.04.2016.

19. 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 this office .

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 you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have 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.
- b) To purchase elsewhere, after due notice to you, on your account and risk , 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 your risk and cost 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 you, 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 you 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, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

20. 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 GM(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.

All other terms & conditions along with Technical Specifications and Scope of supply will strictly be as per our NIT of above referred RC and

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 ABOVE REFRRED RC AND COMPANY'S NORMS.

This supply order is issued with the concurrence and approval of competent Authority against the above RC.

INDENT REFERENCE

Indent no. and Date	Budget Certification Details.
Indent No.11(A)/15-16 dtd 28.07.15 (IR no.115157 dtd 05.09.15)	BC No:-BCCL/Hq/Pur Fin Stores/Advance action 2015-16Hemm Spares/ Hq/Excvn/SWS /PL/WS /Type Retrading/20 (Other Store UG) dtd 24.08.15 Rs 30,24,452.00 e.B.C. No.400 dtd 24.08.15 FC No.BCCL/PUR FIN/FC/29 (Other Stores UG) dtd 19.10.15 of Rs 8,56,002.00 e.F.C. No. 414 dtd 19.10.15 Additional FC No. BCCL/PUR FIN/FC/22 (Other Stores UG) dtd 12.11.15 of Rs 9,758.00 e.F.C. No. 470 dtd 12.11.15

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

- Encl.: 1. Annexure-"A" of Technical Specifications
 2. Annexure-"I" Pre Inspection Clause.

(Alok Kumar)
 Asst.Manager(MM)

(A.K. Sinha)
 Senior Manager(MM)

Copy to :

1. All Area GM /Project Officers
2. All Area Purchase Officers/Depot Officers
3. All Area Finance Officers
4. HOD(F)MM,MM Divn. Koyla Bhawan,Dhanbad
5. GM(S&R)I/C ,Koyla Bhawan.
6. MM(TC), MM Divn. Koyla Bhawan

Appendix-I

PRE-DESPATCH INSPECTION CLAUSE

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 @ 1% of total consignment billing (plus statutory levis like service tax @14.00 % etc,as applicable on inspection fee) is to be paid to M/s.CMPDIL along with 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 the manufacturer 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 the manufacturer inspire 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 per clause 7 & 8 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 or failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier.

FOR AND ON BEHALF OF BCCL

