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|  | 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 CIN:U10101JH1972GOUI000918 (Fax No- 0326-2230183) |
| | SUPPLY / PURCHASE ORDER Under jurisdiction of Dhanbad Court and Jharkhand High Court only. |

Supply order no. BCCL/ Pur/Shot Firing Cable/514089/MB15-16/124

Date: 17-09-2015

To
M/s Veenapee Sales Corporation, 32, Ezra Street ,
6th floor, Room No. – 611, Kolkata – 700001

BY REGD.POST / SPEED POST
(Vendor Code:1/12/D/T/201-NEW)
929964-OLD

Sub: SUPPLY OF SHOT FIRING CABLE

REF: OUR RATE CONTRACT No: BCCL/PUR/RC /SHOT FIRING CABLE/13-14/62/23 DATED 29.03.14 & AMENDMENT VIDE NO. 23/A DATED 04.04.14 WITH M/s RETCO INDIA, BIKANER (RAJ.)

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place PURCHASE ORDER on you for supply of Shot Firing Cable against above Rate Contract at the following price, terms and conditions:

| Material Code | Item Particulars | Qty | Rate per Coil(Rs) | Total Value(Rs) |
|---------------|---|---|----------------------------------|-----------------|
| 94094340087 | ISI marked & DGMS approved multi shot firing cable twine core (parallel twins) to be used in coal mines "Rangauttam Brand" as per detailed technical specifications enclosed as Annexure-A | 69,000 mtrs (690 Coils of 100mtr each) | 948.34 (per coil of 100 mtr.) | |
| | ED including Cess shall be payable extra @ 10.53094% of the above basic price as per RC | | 99.86 | |
| | | | 1048.20 | |
| | CST@ 2% against form 'C' | | 20.96 | |
| | | | 1069.16 | 7,37,723.16 |

TOTAL ORDER VALUE:RUPEES SEVEN LAKHS THIRTY SEVEN THOUSAND SEVEN HUNDRED TWENTY THREE AND PAISE SIXTEEN ONLY.

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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.

15.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.

16.SUBMISSION OF BILL: 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.

17.GURANTEE /WARRANTY: The supplier shall guarantee for the satisfactory performance of the complete stores for a period of 12 months from the date of use or 18 months from the date of receipt and acceptance of the materials,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. You 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 you.

18.PACKING: Consignment shall be supplied in suitable standard proper packing.

19.LOWEST 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"

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7.DELIVERY PERIOD:

1ST PHASE: 50% QTY- to commence within one month from the date of receipt of the order and to be completed within 31.10.15

2ND PHASE: To commence in December,2015 and to be completed by 31.01.16

8.PAYMENT TERMS: 100 % payment shall be made within 21 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.

9.PAYING AUTHORITY: Hod (F) MM, Koyla Bhawan .

10.SECURITY MONEY: Exempted as being registered with NSIC.

11.PACKING LENGTH: Cable should be supplied in each coil of 100 mtrs.

12.INSPECTION: Final inspection shall be carried out at the consignee's end after receipt of materials.

13.TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

14.LD/RISK PURCHASE: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.

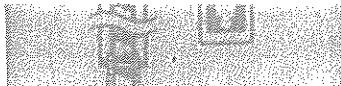
In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

- a) To recover from 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 (a) above except in case of force majeure condition.

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20.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.

21.CONSIGNEE: Depot officer,Central stores,Ekra,Dist.Dhanbad,Jharkhand

22.ISSUE OF ROAD PERMIT: Road Permit if required may be obtained directly from the Consignee under intimation to this office.

All other terms and conditions of the order shall be as per above referred RC.

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

(Nadeem Khan)
AM(MM)

Yours faithfully,

(A.D.SANTHISH)
Chief Manager(MM)

For & on behalf of Bharat Coking Coal Ltd.

INDENT REFERENCE

| Indent no. and Date | Budget Certification no. & dt., & FC No.& dt. |
|--|---|
| MB/04/2015-16 DATEDE 12.08.2015 IR NO.315143 DATED 26.08.15 | Budget Certified vide BCCL/HQ/PUR FIN/STORES BUDGET/ADVANCE ACTION/2015-16/HEMM SPARES/HQ/22 dtd.25.08.2015 AND Ebc NO.408 DATED 25.08.2015 FC given by HOD(F)MM ON BCCL/PURFIN/ FC/14 for Rs. 7,37,723.00 dt. 16.09.15/other stores(U.G) 15-16 AND EFC.348 DATED 16.09.2015 |

Copy to: M/s RETCO INDIA, G-1/37, KARNI INDUSTRIAL AREA,PUGAL ROAD, BIKANER (RAJ.)-334001(Tel. No.- 0151-2253749)

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

AM(MM)

Chief Manager(MM)

1.PRICES: The above prices are on FOR destination basis i.e. inclusive of Packing & Forwarding and Freight & Insurance Charges.

2.PRICE VARIATION CLAUSE: The above price is variable and shall be governed by the following PVC formula –

“For every increase /decrease in price of Rs.1000/-(Rs. One thousand only) Per MT in price of copper wire bar (CC Rod 8mm standard) , the price of shot firing cable per coil of 100 mtrs will increase /decrease by Rs.2.00 (Two) only . The Price variation shall not be allowed after scheduled delivery period in case of upward trend and in case of reduction , the benefit should be passed on to BCCL.For calculation of price variation of shot firing cable HCL price of 8 mm CC Copper Rod ruling on 1st working day of calendar month prior to the month of delivery shall be taken in to consideration”.

PVC Ceiling: + / - 30%.

BASE RATE OF COPPER WIRE BAR (CC ROD 8MM STANDARD):The basic rate of RC is based on the price of 8 mm CC Copper rod as per HCL Circular/Price list as circulated by HCL applicable for the month of August,2013 ie one month prior to the tender opening month ie Rs 4,56,042.00 per MT.

3.MARKING: Brand name – RANGA UTTAM, ISI Certificate Marking & DGMS approval No. will be printed on body of the cables at regular intervals.

4.ORDER PLACEMENT: This order is being placed on you as per clause no.7 of the above referred RC. The supply, execution & Billing of the order against this rate contract shall be done by You. The materials shall be manufactured at M/S Retco's works at Bikaner,Rajasthan and shall be directly dispatched to BCCL Consignee from their works.

5.EXCISE DUTY: ED including Cess shall be payable extra @ 10.53094% of the basic price per unit per coil of 100 meters. The ED including Cess @ 10.53094% on the above basic price is Rs.117.42 per unit per coil of 100 meters.The above rate of ED is applicable at the time of offer. ED shall be payable against documentary evidence as per excise rule.You shall submit cenvatable invoice as per excise rule (indicating central excise registration no.,Division,Range and commissionerate) being registered with excise authority as 1st Stage dealer enabling BCCL to avail Cenvat Credit.

6.SALES TAX: CST shall be payable extra, as applicable at the time of delivery within the stipulated delivery period. The present/ offered rate is @ 2% against form 'C'.

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