

	Under jurisdiction of Dhanbad Court and Jharkhand High Court <b>Bharat Coking Coal Limited</b> A Mini Ratna Company (A Subsidiary of Coal India Limited) Regt. Off: Koyla Bhawan, Koyla Nagar, Dhanbad-826005 CIN : U10101JH1972GOI000918	<b>Office of the General Manager</b> Materials Management Department Level-III, Commercial Block, Koyla Bhawan, Dhanbad-826005 Phone: 0326-2230181 Fax No.: 0326-2230183 Website: <a href="http://www.bcclweb.in">www.bcclweb.in</a>

Ref: BCCL/Pur/119001/SFC/MB/20-21/51

Date: 14.09.2020

**PURCHASE ORDER**

**Email/ SPEED POST**

To,

<b>M/s Load King Wire Industries</b> Plot No. 438, F.I.E., Patparganj Industrial Estate, Delhi- 110092 Tel no: 011 - 22144139 E-mail: loadkingcable@yahoo.co.in	<b>Vendor code : 1/01/M/S/006</b>
	<b>Vendor Type : Manufacturer</b>
	<b>PAN No. : AAGFL5443G</b>
	<b>GST Reg. no. : 07AAGFL5443G1ZC</b>

**Sub: Supply of Shot Firing Cable against our Rate Contract No.: BCCL/PUR/RC/SFC/17-18/28/08 dtd 25.12.17 concluded with you.**

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 as per rate, terms and conditions indicated below:

**1. SCOPE OF SUPPLY:**

Sl. no.	Material Code	Item Description	Unit Basic Rate (In Rs)	Qty. (In Mtrs)	Total Value (In ₹)
1	94094340087	Shot Firing Cable of Load king Brand	10.89	60000.00	₹ 6,53,400.00
GST @ 18 % (IGST)					₹ 1,17,612.00
Total Value on FOR destination Basis					₹ 7,71,012.00

[Detailed Specification is given at Annexure-A as per our RC No.: BCCL/PUR/RC/SFC/17-18/28/08 dated 25.12.17]

**2. TOTAL ORDER VALUE:** The total order value will be ₹ 7,71,012.00 on F.O.R. Destination basis.

- 3. GST:** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate GST rate is 18 % [IGST].
- (b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
- (c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
- (d) You have to ensure that if BCCL does not be able to avail Input Credit due to fault of the supplier then the loss amount to be recovered from the supplier.
- (e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
- (f) E-Way bill, if required, shall be arranged by you

*Uday*  
14.09/2020

*Uday*  
14/9/2020

(g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

Sl. no.	Item	HSN code	GST rate
1	ISI marked multi shot firing cable twin core (parallel twins)	8544	IGST 18 %

**4. 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.*

**5. Delivery Period:** To be delivered within 45 days from the date of order. However, keeping in view of our extreme urgency, you will put all efforts for earliest efforts.

Delivery schedule shall be reckoned from the 10<sup>th</sup> day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery

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

**6. Consignee & Paying Authority:** Consignee & Paying Authority for this Order will be as under:

Consignee	Paying Authority
Depot Officer Central Stores, Ekra, B.C.C.L.	HOD(F) MM, Koyla Bhawan, B.C.C.L., Dhanbad

**7. 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.

**8. 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 taxes 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, if covered in order.

**09. Guarantee /Warranty:** Supplied should be guaranteed for a period of 12(twelve) months from the date of commissioning 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.

**10. Price Variation Clause:** Following Price Variation Clause shall be applicable:-

“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 “

**Ceiling of Price Variation Clause:** +/- 30%.

**BASE DATE** for price of 8 mm CC Copper rod as per HCL Circular/Price list shall be one month prior to the tender opening month.

**11. Inspection–** The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

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The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

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.

**Final inspection shall be carried out at the consignee end after receipt of materials by GM (E&M) or his authorized representative.**

**12. 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 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"

**13. Penalty for Failure to Supply in Time/Liquidated Damages:**

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 cancel the supply order or a portion thereof, and if so desired to purchase the stores at your risk and cost and also/or
- c) 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
- d) To extend the period of delivery with or without penalty 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 (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or

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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, Bharat Coking Coal Limited 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.

#### **14. 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 remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our Rate contract no. BCCL/PUR/RC/SFC/17-18/28/08 dated 25.12.17.*

*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, failing which this order shall be deemed to have been accepted by you for execution.

#### **INDENT & BUDGET CERTIFICATION REFERENCE:**

SN	Indent no. and Date	e. BC & e. FC Ref.
1	MB 20-21 Indent No: MB-4/20-21/Indent/09 dated 01.08.2020. IR No. 220072 dated 28.08.2020.	Budget certification no. BCCL/HQ/Pur-fin/store budget/Rev Budget 20-21/Other stores (UG)/16 dated 04.08.2020 of ₹ 7,80,000.00, eBC No.138 dated 04.08.2020.  FC No. BCCL/PURFIN/FC/21 dated 11.09.2020 of ₹ 7,71,012.00 eFC No.152 dated 11.09.2020.

#### **Enclosures:**

SL	ANNEXURE	DESCRIPTION
1	ANNEXURE - A	Technical specification / conditions

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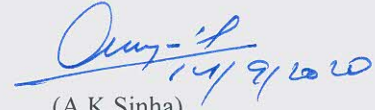


(As per concurrence and approval of competent authority.)

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

  
14.09/2020

(Vikky Anand)  
Asst. Manager (MM)

  
14/9/2020

(A K Sinha)  
Chief Manager (MM)

Copy to:

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

**Annexure-‘A’**

**TECHNICAL SPECIFICATION OF SHOT FIRING CABLE**

1. ISI marked multi shot firing cable twin core (parallel twins) to be used in coal mines.
2. Conductor: Electrolytic grade bright copper, plain annealed conforming to IS: 8130/1984, latest amended if any.
3. Nominal Cross section area: 1 (one) sq. mm
4. Minimum No. of wires: 7(seven)
5. Insulation: PVC “A” compound confirming to IS: 5831/84, latest amended if any.
6. Colour: white
7. Conforming IS: The cable shall strictly confirm to IS 5950/84, latest amended if any.  
Type-I
8. Reel Length shall be 100Mtrs (-)5% to (+)2% suitable packed in plastic sheet to protect against ingress of water.
9. Current rating of the cable at 35°C ambient temperature-1.2 A
10. Max Resistance of conductor at 20° C (Ohm/KM)-17.8
11. Approx. net weight of cable (Kg/KM): 30
12. Sheath Thickness: 0.8 MM
13. Approx. overall diameter of cable: 2.7 MM
14. Cable shall bear ISI mark.