

Order No: BCCL/PUR/530000/Brattice Cloth/MB/14-15/ Deshbandhu/41 Date: 30.06.14



Under Jurisdiction of Dhanbad Court and Jharkhand High Court
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Regt. Off: KoylaBhawan, Koyla Nagar
Dhanbad-826005
CIN : U10101JH1972GO1000918
Office of the General Manager
Materials Management Department
Level-III, Commercial Block,
KoylaBhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bcccl.gov.in

Supply Order

ORIGINAL BY REGD. POST.

Ref:BCCL/PUR/530000/Brattice Cloth/MB/14-15/ Deshbandhu/41 Date: 30/06/2014

To,

M/s DeshbandhuUdyog,

Vendor Code : 1/12D/T/233

G.T. Road ,Neamatpur ,

Vendor Category: Manufacturer

PO: Sitarampur - 713359

Burdwan(W.B.)

Sub: Supply of BRATTICE CLOTH against e-tender no. BCCL/PUR/MB/13-14/Brattice Cloth/91

Dt. 16/12/2013; Due& Opened on15.01.2014 (Off-line) & 16.01.2014 (on-line)

Ref: Your Offer no. DU/13-14/20 Dt. 15.01.2014 & subsequent Correspondence on the

Above subject.

Dear Sirs,

With reference to the above, we , for and on behalf of BCCL , hereby place PURCHASE ORDER on you for supply of following items as per rate , terms and conditions indicated below

1. SCOPE OF SUPPLY: DGMS APPROVED BRATTICE CLOTH

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

S.N.	Description	Qty (Mtr)	Basic Rate (Rs/m)	Extended Value (Rs)
1	DGMS approved & ISI marked fire resistant brattice cloth , confirming to IS 4355/1977, for use in underground gassy mines of all degrees, 1829 mm (72") wide plus/minus (+/-) 5% tolerance will be permissible in width. Each roll length will be 50 Mtrs.	11930	202.00	2409860.00
E.D. & Cess				0
CST @ 2 %				48197.20
Packaging& Forwarding charge				59650.00
Freight				119300.00
Other charges				119300.00
Landed Rate on F.O.R. Destination basis				2756307.20

Approved
30/06/14
Signature

IMPORTANT:-

1. Following documents must be submitted along with supply of each lot at consignee's end:

- a) You will send sample to CIMFR from the first lot for testing purpose within 10 days of receipt of Purchase Order. The concerned lot of material will be supplied within one month period from the date of issue of Test Report at Central Stores, Ekra. For subsequent supplies, Test report from Government recognized testing house confirming to IS 4355/1977 must be submitted with each lot of supplied material.
- b) Copy of DGMS approval (original & Extension thereof) duly attested by notary public.
2. You have to comply with all the conditions of main DGMS approval issued to you.
3. Supply of each lot should be made preferably from one batch and at least one sample from any lot representing the batch will be tested at CIMFR, Dhanbad at your cost. After getting satisfactory test report the lot will be accepted.

2. TOTAL ORDER VALUE :The total order value will be Rs. **27,56,307.20**
(Rupees Twenty Seven Lakh Fifty Six Thousand Three Hundred Seven and Paise Twenty) only on Ex. Work's basis but the contract will be on F.O.R. Destination basis)

3. Excise Duty &CESS: Not Applicable in present case .If applicable, the same will be borne by you.

4. CST:CST @ 2 % as indicated above will be paid extra against issue of form 'C' by theconsignee.

5. Packing & Forwarding Charges: Indicatedabove.

6. Freight & Insurance Charges: Indicatedabove.

7. Other Charges: Indicated above.

8. 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.

9. Road Permit: If required, may be collected directly from consignee under Intimation to this office.

10. Delivery Period: Supply to be completed within 03 to 06 months from the date of receipt of purchase order.

However earlier delivery will be appreciated

Delivery schedule shall be reckoned from the 10th 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 & duties beyond delivery period will be to your account.

APR 30 2014
30/06/14
[Signature]

11. Consignee& Paying Authority: Consignee & Paying Authority for this

Order will be as under:

Consignee	Paying Authority
The Depot Officer, Central Stores, Ekra, B.C.C.L.	The General Manager (F) (MM), Purchase Finance , KoylaBhawan , B.C.C.L., Dhanbad

12. Payment Term: 100% payment will be made within ²¹~~30~~ days of receipt and

Acceptance of the materials by the consignee or from the date of receipt of Bills, whichever is later.

13. 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)

No payment will be made without submission of performance Bank Guarantee & security deposit, if covered in order.

14. Guarantee /Warranty: The item will be covered by guarantee/warranty against any manufacturing defects/workmanship for a period of 12 months from the date of receipt and acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement.

15. 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 ”

16. Performance Bank Guarantee– Not Required.

17. Security Deposit - Waived as being registered with NSIC.

18. Inspection – Final inspection shall be carried out at the consignee end after receipt of materials by the CGM(S&R), BCCL or their authorized representative .

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 is 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:

AKB/30/06/14
30/06/14
[Signature]

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 CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, KoylaBhawan, 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 and company's norms.

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

As per
30/06/14

Signature
30/06/14

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.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

(Alok Kumar)
AM (MM)

(A.K. Choudhary)
General Manager (MM)S

(This has got the concurrence and approval of competent authority)

INDENT & BUDGET CERTIFICATION REFERENCE

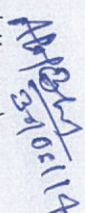
SN	Indent no. and Date	eBC&eFC Ref.
1	INDE4NT No:11(B)/13-14 Dated 30.07.13	eBCNo.BCCL / HQ / PUR-FIN / Store Budget /REV.BUD/14-15/Other Store(Safety)/01 Dt. 28/06/14 for Rs. 27,56,307.00 eFC No. BCCL/PURFIN/FC/01 Dt. 28/06/14 / Other Safety Store(14-15) given by GM(F)MM at page N/39


Copy to:

1. Depot Officer, Ekra Central Stores.
2. GM (F) MM, MM DIV, Koylabhawan.
3. GM(S&R)/C, Koylabhawan.: : Inspection of Brattice cloth may be carried out as per instruction of D.T.(Oprn.) , BCCL no. D (T) OP: F: 37/10/187 Dt. 17/03/2010
4. MM (Tech Cell), MM Div,Koylabhawan.
5. Master File/Office Copy.
6. GM (MM), CCL / NCL / WCL/ SECL / MCL / ECL
7. IEM: Shri Naresh Chaturvedi, IAS (Retd.)CL-14, Sector-II, Salt Lake,Kolkata- 700091

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