

	<u>(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)</u> <u>Bharat Coking Coal Limited</u> <b>(A Subsidiary of Coal India Limited)</b> <b>(A GOVT. OF INDIA UNDERTAKING)</b> 6, Lyons Range, 4 <sup>th</sup> Floor, Purchase division, Kolkata-700001 (West Bengal) <b>OFFICE OF THE CHIEF MANAGER (MM)</b> Phone No. 033-22304975; Fax No. 033-22304928 Web-site No: www.bccl.gov.in
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**SUPPLY / PURCHASE ORDER**

**Under jurisdiction of Dhanbad Court and Jharkhand High Court only.**

Ref no: KOL/72/UB-RM/Tubular Pole/E&M/0129/2012/65

Date: 20.03.2012

M/s. Utkarsh Tubes & Pipes Ltd,  
 23A, Netaji Subhas Road,  
 5<sup>th</sup> Floor, Kolkata-700001.

**BY REGISTERED POST**

Contact Person: Mr. A. Bose, Sr. Manager (Institutional Sales)

Contact No: 09830228902; 033-22309124/25

**(New Vendor Code: 1/12/M/T/034)**

Sub: Supply of Tubular Pole of 12 Mtr. long.

Ref: BCCL Tender No: Kol/72/UB-RM /Tubular Pole/E&M/Advt/0129/E-tender/  
 2011/30 Opened on 21.04.2011 & your offer No. UTPL/TP-2/G/STP/11-12/  
 106 dt. 19.04.2011 dt. 19.01.2012 read along with subsequent  
 correspondences and your last Letter No: UTPL/TP-2/G/STP/11-12/1802  
 dt. 19.11.2011 and our letter of Intent No: KOL/781 dt. 13.12.2011.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Tubular Pole of 12 Mtr. Long (Material Code No: 92050350327) at the following price, terms and Conditions:

**1. SCOPE OF SUPPLY**

Sl. No	Item	Qty.	Basic Rate	Basic Value
1.	MS Tubular Pole 12 meters in length swaged type 410SP-60 with C.I. Base Plate & Cap. Detail technical specification as per Annexure – “A” enclosed. Excise duty & Cess @ 10.3% - CST @ 2% against Form C - Freight charges @ Rs.450/- per Pole - Inspection fees @ 0.8% on FOR value- Service <u>charges @ 10.3%</u> on Inspection charges - <b>Brand – “</b>	120 Nos.	Rs.9737.00	Rs.1168440.00
				Rs. 120349.32
				Rs. 25775.78
				Rs. 54000.00
				Rs. 10948.52
				<u>Rs. 1127.69</u>
			<b>Landed Value:</b>	<u>Rs. 1380641.31</u>

(Rupees Thirteen lakhs Eighty thousand Six hundred Forty One & poise Thirty one only)

**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 by the consignee.
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. **Excise Duty:** Extra as applicable at the time of supply, presently @10.3%. Excise duty will be paid on production of documentary evidence i.e. cenvatable invoice in favour of BCCL as per details enclosed at Annexure-'B'.
4. **Central Sales Tax:** CST extra as applicable at the time of supply against C Form. Presently @2%.
5. **DELIVERY SCHEDULE:** -- To commence within 30(Thirty) days from the date of receipt of order and will be completed within 30 (Thirty) days thereafter. 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.
6. **Security Money:** - Exempted as registered with DGS&D.
7. **Inspection** – Pre-despatch Inspection shall be carried out by CMPDIL, Ranchi at your Works premises. Inspection Fees @0.8% on FOR destination price and Service Tax @10.3% on inspection charges shall be paid initially by you along with your Inspection Call, which shall be subsequently reimbursed by BCCL along with your supply bills against documentary evidence e.g. money receipt etc. Final inspection shall be carried out at the consignee end after receipt of materials.
8. **Transit Insurance** – Shall be arranged and covered by you for safe arrival of materials to the consignee end at your cost and risk.
9. **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 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.

- 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.

**10. 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 Bhavan, 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.

**11 Submission of Bills**-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 delivery challan in original, Consignee note (if any), packing list if any, Guarantee/ Warranty certificate, fitment/Test certificate if required, Copy of valid DGS&D Certificate, Copy of valid BIS license, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Price Certificate, Copy of Inspection Note of CMPDIL (If required) and other relevant documents, as per order.

**12. Guarantee /Warranty/Performance Bank Guarantee** – As per Annexure – ‘A’ enclosed.

13. **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 “

14 **Packing** - Consignment shall be supplied in suitable standard proper packing as per NIT.

15 **Force Majeure Clauses –**

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.

16. **Consignee** – Depot Officer, Ekra Central Stores. P.O: - Bansjora, Block-II Area, BCCL, Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

17. **Paying Authority-** Sr.Manager (F) I/C, BCCL, KOLKATA.

**18 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.

Chief Manager (MM), Kol

**INDENT REFERENCE:**

Sr.No	Indent no. and Date	Budget Certification no. & dt.	Indenting Authority
1	BCCL/CGM(E&M)/F-Central Indent/07 dt.11.10.2010	BCCL/HQ/PP/FIN/CFM/12-13/P&M/A-11/46 dt.16.03.2012 for Rs.13,80,641.31	CGM(E&M), Dhanbad.

Copy to:

1. CGM (E&M), BCCL, Koyla Bhavan, Dhanbad.
2. GM (MM) PUR, BCCL, Koyla Bhavan, Dhanbad.
3. GM(MM)Stores, BCCL, Koyla Bhavan, Dhanbad..
4. Sr.Manager (F)/I/C, BCCL, Kolkata.
5. Depot Officer, Central Store, Ekra, BCCL, Dhanbad.
6. MM (Tech Cell), MM Div, Koyla Bhavan. Dhanbad.
7. GM (E&M) Inspection, CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
7. Master File/Office Copy.

**ANNEXURE – ‘A’**

**1. SPECIFICATION FOR SWAGED TYPE MILD STEEL ELECTRIC PIPE POLE**  
LENGTH : 12 Meters.

The general requirement of Tubular steel (MS) swaged type electric pole to be used for overhead power line shall be generally conforming to IS: 2713(Part I & II)/1980 with amendment no.1of Sept.1986 (Reaffirmed 2003). The structural steel shall be generally conforming to IS: 1161/1998.

Circumferential joints on single tube length shall not be permitted.

Longitudinal welding of the tube by manual arc welding shall not be acceptable.

Bitumen coating – The pole shall be coated with black bituminous paint conforming to IS: 156/1981 with amendment no. 2(Reaffirmed 1999) throughout internally and externally up to level which goes in side the earth.

The remaining portion of the exterior shall be painted with one coat of red oxide zinc chrome primer conforming to IS: 2074/1982 with amendment no. 1(Reaffirmed 1998).

The tubular poles with C.I.base plate and other attachments shall be supplied as per relevant IS.

Details: - Length of Pole – 12 meter

Planting depth – 2 meter.

Length of section—Bottom-5.8 meter.

Middle - 3.1meter.

Top - 3.1 meter.

Out side dia. and thickness in mm—

**410 SP 60**

Bottom- 165.1 X 5.4 mm

Middle- 139.7 X 4.5 mm

Top -- 114.3 X 3.65mm.

**2. GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE:**

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.

ii) Special Warranty Clause:- In the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv) A performance Bank Guarantee on Scheduled / Nationalized Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier's performance against the contract (in the standard format Appendix- III enclosed herewith), must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and other charges.

CM (MM)

**ANNEXURE "C"**

**Format of Bank Guarantee for Security Deposit:PBG**

*(RS.250 non-judicial stamp paper)*

Messers -----, a Company having its office ----- (hereinafter called the Contractor) has entered into a Contract No. ----- dated ----- ( hereinafter called the said Contract ) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent ( 100% ) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at ----- -----has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ---- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated :..... Day of .....  
20.....for ..... Bank  
Limited.

**Signature of the authorised person  
for and on behalf of the Bank.**



**ANNEXURE-'B'**

Details in respect of both the supplier as well as the Consignee to be incorporated in the Invoice for getting input credit for VAT as well as CENVAT:

(A) CONSIGNEE DETAILS:

1. VAT TIN NO. - 20821500736
2. CST No. – KT-254(C)
3. Circle/Sub-circle where it is registered - Katras Circle, Katras.
4. S.S.I. Regd. No, if any
5. Service Tax Regd. No.,if any
6. Central Excise Duty Regd. No. - aaacb7934MEM007
7. Central Excise Range (code) - Dhanbad Code - 02
8. Central Excise Division (code) - Dhanbad Code - 02
9. Central Excise Commissionerate (code) – Ranchi Code - 87

5(Five) copies of Invoices are to be submitted by the supplier (Two copies for Area Finance to be retained by the Central Stores/Regional Stores and to be forwarded to AFM for Tax purposes, One copy for Central/Regional Stores, one for Fund Section and one Office Copy for MM-Finance).

The 1<sup>st</sup> copy of CENVAT Invoice must be affixed with “ORIGINAL FOR BUYER” meant for concerned Area Finance Manager for availing CENVAT Credit.

(B) VENDOR DETAILS: (TO BE FILLED IN BY VENDOR).