



(UNDER JURISDICTION OF DHANBAD/JARKHAND COURT ONLY)

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

(A GOVT. OF INDIA UNDERTAKING)

6, Lyons Range, 4th Floor, Purchase division,
Kolkata-700001 (West Bengal)

OFFICE OF THE CHIEF MANAGER (MM)

Phone No. 033-22304975; Fax No. 033-22304928

Web site no: www.bccl.gov.co.in

SUPPLY / PURCHASE ORDER

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

Ref no: KOL/72/UB-RM/G.I.Wire/ADVT/2012/20

Date: 19.07.2012

**M/s. EARTHCO SPARES,
295/2, G.T.Road, (North),
Ashutosh Apartment, 2nd Floor, #2D,
Salkia, Howrah -711106.**

BY REGISTERED POST

(New Vendor Code: 1/12/D/T/094)

**Contact Person: Rajeev Kumar Jhunjunwala
Contact Number: 9433219512**

Sub: Supply of GI Wire with ISI Mark.

Ref: BCCL Tender No: Kol/72/UB-RM/G I Wire/MB/ADVT/11-12/66 opened on
20.12.2012 against your offer No.ES/BCCL/G.I.Wire/1 dt.17.01.2012 & our
Letter of Intent No:KOL/72/UB-RM/GI Wire/2012/321 dt.18.07.2012.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place
PURCHASE ORDER on you for supply of G I Wire (**Material Code: 94098230082 for 8SWG,
94098230102 for 10 SWG & 94098230122 for 12SWG**) at the following price, terms and
conditions:

1.SCOPE OF SUPPLY:

| Sl no. | Item | Qty.in Kg. | Basic Rate/Kg.inRs | Total Value in Rs. |
|-----------|--|---------------|-----------------------|-----------------------|
| 1. | GI Wire of Hot Dip Galvanised Mild Steel conforming to IS: 280/78 with amendment No. 1(Latest). The wire will be hot dip galvanised and the mass of the zinc coating shall be conform to table: 1 of IS: 4826/79 with Latest amendment for Heavy coated soft with ISI marked with latest amendment. Manufacturer: M/s. Nirmal Wires Private Limited. | | | |
| 01. | G.I.Wire- 8 SWG | 7425 | 63.00 | 467775.00 |
| 02. | G.I.Wire- 10 SWG | 5422 | 63.00 | 341586.00 |
| 03. | G.I.Wire- 12 SWG | 1338 | 65.00 | 86970.00 |

Rs. 896331.00

CST @ 2% against form 'C' form- Rs. 17926.62

Inspection charges @0.8% on FOR Value -Rs. 7314.06

Service charges @12.36% on Inspection charges-Rs. 904.01

Total- Rs. 922475.69

(Rs.Nine Lakh Twenty Two thousand Four hundred Seventy Five & poise Sixty Nine 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. **CST:** Extra as applicable at the time of supply. Presently @ 2% against 'C' form.

4. **Excise Duty:** Not applicable.

5. **DELIVERY SCHEDULE:** -- To be completed within 2 to 3 months or earlier from the date of receipt of supply order. 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** – You are requested to furnish a sum of Rs.92248.00 by way of Demand Draft payable at Kolkata or through a Bank Guarantee of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” as Security Deposit within **15days** which will be refunded after satisfactory completion of the order, otherwise order shall be cancelled and your performance shall be kept recorded for future dealings with you. For unsatisfactory performance and/or contractual failure the Security Money shall be forfeited. No payment shall be made without submission of Security Deposit.

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 @12.36% 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 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:

- 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 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.

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, Copy of valid BIS license, Price Certificate, Copy of Inspection Note of CMPDIL and other relevant documents, as per order.

12 Guarantee /Warranty –

Materials supplied should be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance of material at consignee end 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.

13. **Packing** - Consignment shall be supplied in suitable standard proper packing.

14. **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.

15. **Consignee** – Depot Officer, Ekra Central Stores. P.O: - Bansjora (Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350)

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

17. **Issue of Road Permit** - Road Permit if required may be obtained directly from the Consignee under intimation to this office.

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.

Prepared by

CM (MM)

INDENT REFERENCE

| Sr.No | Indent no. and Date | BC & FC no. & dt. | Indenting Authority |
|-------|---|--|---------------------------|
| 1 | MB/07/11-12 dt 21.05.2011. Material Group – Mining Safety. | BC No. BCCL/BC/Rev/Other Stores/G.I.Wire/ 12-13/08 dt 16.07.2012 for Rs.922475.69 FC No: FC.Other Stores/12-13/03 dt.16.07.2012 for Rs.922475.69 | CM(MM)-I, Koyla Bhawan |

Copy to:

1. GM (MM), BCCL, Koyla Bhavan, Dhanbad.
2. GM (MM)(S), BCCL, Koyla Bhavan, Dhanbad.
3. CGM (E&M), 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), CMPDIL, Gondwana Place, Kanke Road, Ranchi-834008, Jharkhand.
8. M/s.Nirmal wires Private Limited,76, Cotton Street,Kolkata-700007- ref. your letter no: NWPL/BCCL/11-12 DT.09.01.2012.
9. Master File/Office Copy.