



**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(Fax No- 0326-2230183)

**PURCHASE ORDER**

Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

PO No. BCCL/ PUR/211133/11-12/Insulating Materials Sindih/12-13/84/13

Date: 12.05.2014  
Registered Post

To  
M/S Electric Micanite Corporation  
11 Pollock Street, 7<sup>th</sup> Floor  
Kolkata - 700001

Fax - 033 - 2235 - 1171

(Vendor Code: 1/03/M/T/142)

Ref: Your offer and subsequent correspondence against our tender no. BCCL/ PUR/211133/11-12/Insulating Materials Sindih/12-13/84 dated 01/12/2012, Cover - I opened on 15.12.12(online) and Price Bid Opened on 27.12.2013

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of following **Insulating Materials** of your own make for BCCL at price, terms and conditions appended hereunder and general terms and condition of NIT:

**Scope Of Supply:-**

SL no	Item Description	Material Code	Qty	Unit	Basic Rate(Rs.)	CST @ 2%	Landed Cost per unit	Extended Value(Rs.)
1	UNVARNISHED SUPERFINE QUALITY GLASS FIBRE TAPE ROLL SIZE - 5Mills X 1" IN 50 MTR. LENGTH	94097400172	50	ROLL	58.00	1.16	59.16	2958/-
2	UNVARNISHED SUPERFINE QUALITY GLASS FIBRE TAPE ROLL SIZE - 7 Mills X 1" IN 50 MTR. LENGTH	94097400196	50	ROLL	67.00	1.34	68.34	3417/-
3	ADHESIVE KAPTON TAPE, ROLL SIZE- 12.5mm X 15Mtr, THICKNESS - 0.05 +/- 0.005mm	94097410177	10	ROLL	350.00	7.00	357.00	3570/-
4	INSULATING PAPER- NOMEX (IMPORTED) , THICKNESS - 5 MILLS	94097000142	7 Kg		3700.00	74.00	3774.00	26418/-
Total Landed Value(Rs.)								Rs. 36,363.00

(RUPEES THIRTY SIX THOUSAND THREE HUNDRED SIXTY THREE ONLY)

*Nodda*  
*12/05/14*

*[Signature]*  
*12/05/14*

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1. **PRICE:** FIRM and FOR destination basis inclusive of packing & forwarding, freight and insurance.

2. **EXCISE DUTY:** Not Applicable. If applicable during pendency of the contract the same shall be borne by you.

3. **CST:** Payable extra as applicable against form "C" within the stipulated delivery schedule at actual against documentary evidence. Present rate of CST is @ 2% against form "C" (To be provided by the consignee).

4. **PAYMENT TERMS:** 100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill whichever is later by the consignee. EFT details as furnished by you along with the offer is enclosed.

5. **DELIVERY PERIOD::** to commence within one month and to be completed within four months. Delivery shall be reckoned from the 10th day of placement of order.

***You will ensure safe & sound delivery of stores at consignee's end.***

6. **SECURITY MONEY:** you are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (F.O.R destination price) i.e for Rs. 3,637/- (Rupees three thousand Six hundred Thirty Seven only) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad. In case you fail to deposit the same, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as deemed fit by BCCL. EMD shall be refunded on submission of confirmed bank guarantee.

7. **PAYING AUTHORITY:** GM(Fin)MM, Koyla Bhawan, Dhanbad.

8. **CONSIGNEE:** Depot officer, Cental Stores, Ekra, BCCL

9. **INSPECTION CLAUSE:** Final Inspection shall be carried out at Consignee's end after receipt of material.

**10. 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 cancelling the supply order in respect of consignment not yet due for supply or

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*12/05/14*

- 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.

**11. SUBMISSION OF BILL:** 100% value of bill duly stamped, signed & pre-receipted in five copies, 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 Security Deposit)

**12. MANUFACTURER GUARANTEE /WARRANTY:** Supply shall be covered under composite Guaranty/warranty as per NIT. Manufacturer's guarantee for the satisfactory performance of the complete equipment/stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. A certificate to this effect shall be submitted by you alongwith the supplies.

**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. 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,

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Date: 12.05.2014

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. A certificate to this effect shall be submitted by you alongwith the supply bill.

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

This contract is concluded with the issuance of this supply order. We are enclosing a copy of the supply order.

**INDENT & BUDGET CERTIFICATION REFERENCE**

Indent no. and date	B C & F.C. No. with date
Indent no.BCCL/EXC/SWS/INDENT/2011/MB/48 DATED 05.03.2011	BC No BCCL/HQ/PUR FIN/store budget/adhoc/2014-15/sws hemm spares/31 dated 23.04.2014 for Rs. 36,363/-
IR no. 611133(11-12) DATED 06.09.2011	FC no.BCCL/PUR/ FIN/FC/20 for Rs.36, 363/- dated 23.04.2014/ SWS9HEMM Spare) 14-15

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

(Nadeem Khan)  
MT(MM)

(C R Samantray)  
CM(MM)

Enclosure:

1. EFT details
2. Annexure – II for format of Bank Guarantee for Security Deposit

Copy to:

1. GM (E&M) , BCCL , Koyla Nagar
2. GM(Fin)MM, Koyla Bhawan
3. Depot officer, Central Stores, Ekra, BCCL
4. MM(Tech Cell), MM Div, Koyla Bhawan.
5. Justice Ashok Kumar Chakraborty (Retd), BB-69, Sector I Salt Lake, Kolkata – 700 064
6. Master File/Office Copy

(Nadeem Khan)  
MT(MM)

(C R Samantray)  
CM(MM)