



Under jurisdiction of Dhanbad Court and Jharkhand High Court
Bharat Coking Coal Limited
A Mini Ratna Company
(A Subsidiary of Coal India Limited)
Regd. Off: Koyla Bhawan, Koyla Nagar, Dhanbad-826005
CIN : U10101JH1972GOI000918

Office of the General Manager
Materials Management Department
Level-III, Commercial Block,
Koyla Bhawan, Dhanbad-826005
Phone: 0326-2230181
Fax No.: 0326-2230183
Website: www.bcdl.gov.in

SUPPLY/PURCHASE ORDER

ORIGINAL BY REGD. POST

Ref No: BCCCL/PUR/ 114117/Electronic Detonator/14-15/70/222

Date: 30.01.15

To,

M/s Economic Explosive Limited
11, ZADE Layout, Bharat Nagar
Nagpur-440033 (M.S.) India

Email Id:solar@solargroup.com
Vendor Catogry:Manufacturer

Sub: Supply of Electronic Delay Detonator

Ref: 1. Our e-tender no. BCCCL/PUR/114117/Electronic Detonator/14-15/70 did 19.09.14

opened on 11.11.14 and Price bid opened on 10.01.15

2. Your online offer received against above tender

Dear Sirs,

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

1. SCOPE OF SUPPLY:

The detailed description along with specifications of Electronic Delay Detonator along with Qty. to be supplied, Unit Rate, other charges and Extended Value will be as under:

S. N.	Description	Qty (Nos)	Basic Rate (Rs/m)	Extended Value (Rs)
1	Electronic Delay Detonator; Classification - Class 6, Division 3; Length of wire of Electronic Detonators- 15 Mtrs each or as per requisition of consignee	1000	830	8,30,000.00
	E.D. & Cess @ 12.36 %			1,02,588.00
	Total			9,32,588.00
	VAT @ 14 %			1,30,562.32
	Landed Rate on F.O.R. Destination basis			1063150.32
	Landed Rate on F.O.R. Destination basis (approx value in Rs)			10,63,150

[Technical Details will be as per Annexure 'A' (enclosed)]

2. **TOTAL ORDER VALUE:** The total order value will be Rs. **10, 63,150** (Rupees Ten Lakh Sixty three Thousand One Hundred Ninety Fifty) only on F.O.R. Destination basis.

At

3. EXCISE DUTY & CESS: Will be paid at actual on proof of documentary evidence.
Quoted rate indicated above.

4. VAT: VAT will be paid as applicable. However, present indicated above
5. PACKING & FORWARDING INSURANCE CHARGES: Nil
6. FREIGHT & INSURANCE CHARGES: Nil
7. MODE OF DESPATCH: By Road on F.O.R. Destination, Freight paid basis.

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

Dispatch Instruction:

- The materials should be supplied duly secured and packed.
- Each invoice should quote reference to this supply order number and date of amendments, if any, for change in prices, extension of delivery dates etc.
- Invoice relating to this supply order should not include supplies made against any other supply order or orders.
- The following certificates, whichever is applicable, should invariably be given on each invoice.

In case of delivery by Coal India Ltd's vans:

“ Certified that the materials mentioned in this bill have been dispatched by Road in Van No and on date as mentioned above to the consignee. The materials have been acknowledged by the consignee/his representative and the acknowledgement memo dated as above is attached. Other claims are as per your purchase order and schedule to the same.”

In case of delivery by Supplier's vans:

- “ Certified that the materials mentioned in this bill have been dispatched by Road in Van No and on date as mentioned above to the consignee. The materials have been acknowledged, memo dated, as above, is attached. Other claims are as per your purchase order and schedule to the same.”

8. ROAD PERMIT: Road Permit, if required, may be obtained directly from the Consignee under intimation to this office.

CENVAT: Coal has become the excisable commodity with effect from March 2011.

In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice.
- Registration number.
- Address of the concerned central excise division.
- Name of the consignee.
- Description of the goods.
- Classification of the goods.
- Time and date of removal.
- Mode of the transport and vehicle registration.
- Rate of duty.
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit

- on input service.
- Serial number.
- Name, address and registration no. of person providing taxable services.
- Name and address of the person receiving taxable services.
- Description, classification and value of taxable services provided or to be provided
- Service tax payable thereon.

9. DELIVERY PERIOD: As per Annexure 'A'
Any increase in the rate of taxes & duties beyond delivery period will be to your account.

10. Consignee & Paying Authority : Consignee & Paying Authority for this order will be as under :

Consignee	Paying Authority
The Depot Officer, Colly. Stores of C.V. Area, B.C.C.L. / To be intimated by the office of GM (Co-ordination), BCCCL	H.O.D (F) (MM), MM Division , Koyla Bhawan , B.C.C.L., Dhanbad

11. Payment Terms: 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.

12. 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 , Copy of Inspection Note of CMPDIL (If required) 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.

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 CHL/ 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. SECURITY DEPOSIT - You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If you fail to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . The Security Money shall be refunded within 30 days of satisfactory execution of contract . For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

15. INSPECTION – Final inspection shall be carried out at the consignee end after receipt of materials by the concerned technical head or their authorized representative .

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16. 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:

- 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.

17. 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 65-70s 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.

APB
30/1/15

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.

BCCL reserves the right to short close the order without assigning any reason what so ever . 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 .

Enclosure: 1. Annexure 'A' at page no.6
2. Appendix-I at page no.7

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

Alok Kumar
30/01/15
(Alok Kumar)
Asst. Manager (MM)

(A.K. Choudhary)
30/01/15
General Manager (MM) S

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	Budget Certification & Financial Concurrence Ref.
1	01 Dated 11.07.14 Dahbari Mine, CV Area I.R. No. 114117 dated 18.08.14	BC No. BCCL/HQ/PUR.FIN/STORE BUDGET/advance action/Rev Bug/2014- 15/Explosive/c B.C.no. 706 dtd 29.01.15 of Rs 10,31,465.00 FC No. : BCCL/PUR.FIN/FC/551 for Rs 10,31,465.00 dated 29.01.15

Copy to:

1. Area General Manager, CV Area, BCCL
2. HOD (F/MM), MM DIV, Koyla Bhawan.
3. GM (Co-ordination), BCCL, Koyla Bhawan.
4. MM (Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. G/MMM), CIL/ECL/CCL/MCL/NCL/SECL/WCL/CMPDIL
7. Special Cell, CMPDIL Id., Kanke Road, Ranchi
8. Copy for kind information to IEM: Shri Naresh Chaturvedi, IAS (Retd.) Add: CL-14, Sector-II, Salt Lake, Kolkata- 700091

Annexure – "A"

Detailed Technical Specification of Electronic Detonators

1. Technical Specification :

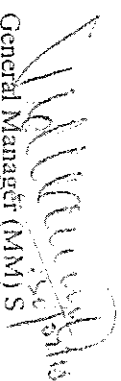
- i) Classification- Class 6, Division 3
- ii) Detonators Strength- Number 8/9-10mm average, Type C2 perforation.
- iii) Accuracy of Firing Times 0.10% of Nominal interval or +/- 1ms whichever is higher.
- iv) Length of wire of Electronic Detonators- 15 Mtrs each or as per requisition of consignee.

2. Other Parameters:

- A) The price of Electronic Detonators should be including the consumable and non-consumable items (viz. Harness wire, Connectors, Logger & Blaster etc.) with blasting operation by the experts of the suppliers.
- B) Penalty: In the event of failure of blast, the cost of explosives/accessories used in the blast and other incidental charges like drilling cost, etc. will be recovered from the respective defaulting supplier(s). In case of blast failure, initially proportionate deduction (proportionate to value) will be made for both explosives and accessories. After investigation into the cause of failure as to which product (explosives/accessories) is responsible for the failure, final deduction will be made accordingly.

- 3. **Delivery Schedule:** The supply shall be commenced only after receipt of proper indent in Form RE-11, mentioning quantity & delivery date from the consignee on FOR destination basis. The product should be supplied only with the valid approval of statutory authority like CCOE etc. The maximum delivery period shall be ten days from the date of issue of RE-11. Supplies would be strictly governed by the actual requirement of the Area and the supplier shall be liable to supply any quantity of the item at a time as per requirement of the consignee.

M.P.S.M
30/01/15
AM (MM)


General Manager (MM) S.

Appendix-I**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd
 Koyla Bhawan
 Koyla Nagar
 Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at hereinafter referred to as the Supplier in connection with supply of in lieu of the security deposit called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. Bank to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. [Rupees :] against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier 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 or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
 [In case the BG's are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

Dated day of
 For Bank

Signature of the authorized person
 For and on behalf of the Bank
 Emp. Code:

