

	<b>BHARAT COKING COAL LIMITED</b> ( A Subsidiary of Coal India Limited ) Office of the General Manager(MM) Materials Management Department Commercial Block L-III , Koyla Bhawan : Koyla Nagar Dhanbad : 826005(Fax No- 0326-2230183)
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ORIGINAL BY REGD. POST.

<b>SUPPLY / PURCHASE ORDER</b>	Under jurisdiction of Dhanbad Court and Jharkhand High Court only.
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Ref. No. BCCL/PUR/111007/ Drill Cable /11-12 /43/ 06

Dt. 07/04/2012

To

M/s Skytone Electricals (India) Ltd  
 42-43, Industrial Area, N.I.T,  
 Faridabad-121001

REGISTERED POST  
 ( Fax-0129- 2232456)

Vendor Code:- 1/01/M/S/001

Sub : Tender No: BCCL/PUR /111007/Drill Cable/11-12/43 ,Opened on 24-08-2011

Ref. :- Your offer No. SEIL/T-6471/1417/2011 Dt. 20-08-2011

Your letter no. SEIL/T-6471/2774/2012 Dt. 25-01-2012

Your letter no. SEIL/T-6471/3024/2012 Dt. 18-02-2012

Your letter no. SEIL/T-6471/3376/2012 Dt. 30-03-2012

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 :** "DRILL CABLE for U/G"

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

SN	DESCRIPTION	Qty. (Mtr.)	Unit Rate /Km	EXTENDED VALUE
1	Drill cable 1.1 KV , 5 Core X 6 Sq.mm with detailed specification as per NIT	13300	240.00	<b>31,92,000.00</b>
	E.D. & Cess @ 10.30%			<b>3,28,776.00</b>
	<b>Sub Total</b>			<b>35,20,776.00</b>
	CST @ 2 % against Form "C"		Round off	<b>70,416.00</b>
	<b>Total Landed Value</b>			<b>35,91,192.00</b>
	CMPDIL Inspection Charge @ 0.8% Of F.O.R. Destination value		Round off	<b>28,730.00</b>
	Service Tax on CMPDIL Inspection charge @10.3%		Round off	<b>2959.00</b>
	<b>GRAND TOTAL LANDED VALUE</b>			<b>36,22,881.00</b>

(Rs Thirty Six lakh Twenty Two Thousand Eight hundred Eighty One only)

- Technical details will be as indicated at Page No. 6

2. **TOTAL ORDER VALUE** : The total order value will be Rs. **36,22,881.00 (Rs Thirty Six lakh Twenty Two Thousand Eight hundred Eighty One only)** on F.O.R.

Destination basis .

3. **Excise Duty & Cess** : E.D.& Cess will be paid extra at actual on documentary evidence Present rate of ED is 10.30 % .
4. **CST** : Payable Extra as applicable within delivery schedule at actual on documentary Evidence. Present rate of CST is. @ 2 % against Form "C" (To be provided by the consignee)
5. **Packing & Forwarding and Transit Insurance Charges** : Nil .
6. **Freight** : NIL
7. **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 .**
8. **Road Permit** : Road permit , if required , may be obtained directly from the consignee **under intimation to this office .**
9. **Delivery Period** : "50% quantity within three months and rest 50% quantity in next three months"  
*However , keeping in view of our urgency, earliest delivery will be appreciated .  
Delivery period shall be reckoned from 10<sup>th</sup> day of placement of order .*

**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 , Central Stores , Ekra , B.C.C.L.	The General Manager (F)(MM) , Purchase Finance , Koyla Bhawan , B.C.C.L. , Dhanbad

11. **Payment Term** : 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 to be submitted 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 , 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.

The information contained in the in-voice issued by you must contain information as per **Annexure A-I at Page 6**

THE DESIRED INFORMATION FOR RAISING VAT/CENVAT INVOICE		
	SUPPLIER	CONSIGNEE
Name & Address Of Area:		Ekra Central Store, Block – II Area, BCCL, Nawagarh, Dhanbad, Jharkhand – 828306
Tin No.:		20821500736
JST No.:		KT – 651 (R)
CST No:		KT – 254 (C)
Circle / Sub		Katras Circle Katras
Service Tax Regd. No:		AAACB7934MST 009
Central Excise Duty Regd. No:		AAACB7934MEM 007
Range (Code):		Dhanbad - Code - 02

Division (Code)		Dhanbad - Code - 02
Commissionerate (Code):		Ranchi - Code - 87
PARTICULARS OF BANK ACCOUNT:	M/s Skytone Electricals (India) Ltd Faridabad-121001 42-43, Industrial Area, N.I.T, Faridabad	
Name of the Bank.	CANARA BANK	
Name of the Branch with complete address.	8-A, Nehru Ground Faridabad	
Party's Account Style.	Skytone Electricals (I) Ltd.	
Party's nature of Account.	SB Account	
Party's Account Number.	'0330261010439	

13. **Guarantee /Warranty** : Materials supplied should be guaranteed for a period of 12(twelve) months from the date of fitment or 18 months from the date of receipt and acceptance at consignee end , whichever is earlier , against any manufacturing defects / workmanship / inferior quality. Any defect observed on this account shall be attended immediately and replace the materials within 30 days free of cost.

14. **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 “

15. **Security Deposit** - The successful tenderers 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 in case of orders in INR i.e. **Rs.3,62,289.00** and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) 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 the successful tenderer fails 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 . For successful tenderers, 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. CMPDI Inspection-As per NIT.

16.. **INSPECTION** – Pre-dispatch inspection of each consignment shall be carried out by M/s. Central Mine Planning & Design Institute Ltd(CMPDIL), Ranchi/their Regional Office as per the terms and conditions indicated hereunder:

Pre-dispatch inspection shall be carried out by M/s.CMPDIL(the above firm) as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by M/s.CMPDIL will be as follows :

Checking and approval of test procedures/quality assurance plans. Verification of records and documents of your works. Verification of documents and test certificate of bought out items and cross checks.

You shall provide facilities for carrying out all necessary tests as required in the specification at your works else these will be carried out at an independent test house at your cost. Final testing and checking of materials as per specifications.

M/s.CMPDIL will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.

Inspection fee @ 0.80% of total F.O.R. Destination price with service Tax of 10.30%, is to be paid to M/s.CMPDIL alongwith inspection call letter payable by DD which will be reimbursed subsequently by BCCL together with consignment billing.

Minimum 7 calendar days notice shall be given by you to M/s.CMPDIL for arranging inspection within valid delivery period as per contract. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with you inspite of clearance/acceptance by inspection authority i.e. M/s.CMPDIL. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by BCCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by M/s.CMPDIL.

Please send inspection call to M/s.CMPDIL, Ranchi/ their Regional Office as indicated above Final inspection shall be arranged by the consignee after receipt of the material at our destination. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier. Final inspection shall be arranged by the consignee after receipt of the material at our destination.

The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing the cost of tests as well as of the material shall have to be borne by the supplier

**17. Performance Bank Guarantee** – A Performance Bank Guarantee on Scheduled/ Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order i.e of as a coverage towards the supplier's performance against the contract ( in the standard format Appendix-III enclosed herewith), must be submitted on or before commencement of supply. 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.

**PBG Amount –Rs. Rs.3,62,289.00**

**18. 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 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 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 cancelling 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.

**19. 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. 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.** 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.

( M.Chandra)  
CM (MM)

**INDENT & BUDGET CERTIFICATION REFERENCE**

INDENT NO. AND DATE	BC & FC NO. & DT.
BCCL/CGM(E&M)/F-Central Indent(Elect)/2010-11/012, Dated:21.01.2011 IR No :- 111007(11-12), Dated: 13-04-2011	BC No: BCCL/ P & P(F)/CAP/BC/12-13/P & M/ HQ/49/05, dated:04.04.12 of Rs.36,22,881.00 FC No: BCCL/ P & P(F)/CAP/FC/12-13/P & M/ HQ/39/04, dated:04-04-2012 of Rs.36,22,881.00

Copy to:

1. Depot Officer, Ekra Central Stores.
2. G.M.(F)(MM), MM DIV, Koyla Bhawan.
3. CGM(E&M), Koyla Bhawan.
4. C.M.(MM)(Tech Cell), MM Div, Koyla Bhawan.
5. CGM(E&M), CMPDIL, Gondwana Place, Kanke Road, Ranchi
6. Special Cell, CMPDIL, Gondwana Place, Kanke Road, Ranchi
7. CGM(MM)/GM(MM), CCL / WCL/ SECL / MCL / ECL
- 8.. Master File/Office Copy

**ANNEXURE "A"****TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT.**

<b>Sl.#</b>	<b>Description of articles.</b>	<b>Qty. (KM)</b>
1	Five Core x 6 sq. mm 1.1 KV Grade Flexible Drill Trailing cable Type FTD-3 , as per ISI 14494 / 1998 latest amended , if any with type 2 insulation (EPR Grade) of IS 6380, ISI Marked and DGMS approved in drum length of 100 mtr. Each 3 Power Core and one pilot core of 6 sq. mm each plus one bare earth core of 6 sq. mm.	13.3 (133 Lengths)

**OTHER TERMS AND CONDITIONS:**

The following documents will have to be submitted along with supply.

1. An attested copy of currently valid DGMS approval for above mentioned cable.
2. An attested copy of currently valid BIS license 14494 /98.
3. Routine Test certificate of Coal Drill Trailing Cable.

**ANNEXURE A-I**

- Serial No Of In-Voice
- Registration No
- Address Of The Concerned Excise Division
- Name Of The Consignee
- Description Of The Goods
- Classification Of The Goods
- Time And Date Of Removal
- Mode Of Transport And Vehicle Registration
- Rate Of Duty
- Quantity And Value Of Goods
- Duty Payable Thereon

Manager (Excvn.)(MM)

CM (MM)