

	<p align="center">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)</p>
<p>SUPPLY / PURCHASE ORDER</p>	<p>Under jurisdiction of Dhanbad Court and Jharkhand High Court only.</p>

BY REGD.POST / SPEED POST

Ref no: BCCL/ Pur/300000/Shot Firing Cable/09-10/ 43

Date: 13-06-2012.

To
M/s RETCO INDIA,
G-1/37, KARNI INDUSTRIAL AREA,
PUGAL ROAD, BIKANER (RAJ.) 334001

Tel. No.- 0151-2253749

(Vendor Code: 1/30/M/S/002)

Sub: Supply of Shot Firing Cable
Ref: . Rate Contract No: BCCL/ Pur/300000/Shot Firing Cable/ 09-10/ 63
dated 25.09.2010.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL hereby place **PURCHASE ORDER** on you for supply of Shot Firing Cable against above Rate Contract ,(Material Code:- 94094340087) at the following price, terms and conditions:

1. SCOPE OF SUPPLY:-

Sl. No.	Item Particulars	Qty	Rate per Coil	Value
1	<p>Shot Firing Cable “ Ranga Uttam Brand” As per specification mentioned below : ISI marked & DGMS approved multi shot firing cable twin core (parallel twins) to be used in coal mines . Conductor : Electrolytic grade bright copper, plain annealed confirming to IS 8130/1984 Nominal cross section area 1(one) Sq. mm Minimum No of wires – Seven. Insulation – PVC “ A “ compound confirming to IS 5831/84. Colour – White . Conforming IS : The cable will strictly</p>	<p>35,300 Mtrs (353 Coils)</p>	<p>Rs. 941.00 per coil of 100 mtr.</p>	<p>Rs.3,32,173.00</p>

	conform to IS 5950/1984, latest amendment if any. Type – I . Roll Length – 100 Mtr. The cable will bear ISI & DGMS mark . Tolerance - +/- 5 % .			
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PRICES: The above prices are on FOR destination basis i.e. inclusive of Packing & Forwarding and Freight & Insurance Charges.

PRICE VARIATION CLAUSE: The above price is variable and shall be governed by the following PVC formula as per RC –

“For every increase /decrease in price of Rs.1000/-(Rs. One thousand only) Per MT in price of copper wire bar (CC Rod 8mm standard) , the price of shot firing cable per coil of 100 mtr will increase /decrease by Rs.2.00 (Two) only . The Price variation shall not be allowed after scheduled delivery period in case of upward trend and in case of reduction , the benefit should be passed on to BCCL..For calculation of price variation of shot firing cable HCL price of 8 mm CC Copper Rod ruling on 1st working day of calendar month prior to the month of delivery shall be taken in to consideration”.

PVC Ceiling: + / - **30%**.

The base price of Copper wire bar during the month prior to date of opening of tender i.e. on June’ 2010 is **Rs. 349303.00 per MT.**

MARKING: Brand name – RANGA UTTAM, ISI Certificate Marking & DGMS approval No. will be printed on body of the cables at regular intervals.

EXCISE DUTY: NIL. However if the excise duty is made applicable during the period of the contract, the same shall be borne by you.

SALES TAX: NIL against “C” Form.. However if the taxes is made applicable during the period of the contract, the same shall be borne by you.

DELIVERY PERIOD: supply should commence within one month after receipt of order and should be completed before 15.08.2012

SUPPLY AND EXECUTION: The supply, execution & Billing of the order shall be done by your authorized dealer , M/s Veenapee Sales Corporation, 32, Ezra Street , 6th floor, Room No. – 611, Kolkata – 700001.

PAYMENT TERMS: 100 % payment shall be made within 21 days after receipt and acceptance of materials by the consignee or from the date of receipt of Bill by the consignee whichever is later.

PAYING AUTHORITY: GM (F) MM, Koyla Bhawan .

SECURITY MONEY: Exempted as being registered with NSIC.

PACKING LENGTH: Cable should be supplied in each coil of 100 mtr..

INSPECTION: Final inspection shall be carried out at the consignee end after receipt of materials.

TRANSIT INSURANCE: Shall be arranged and covered by you for safe arrival of the materials to the consignee end at your cost and risk.

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:

1.1 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 .

1.2 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

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.

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.

SUBMISSION OF BILL: Pre –receipted stamped original bill for 100% value in four copies along with, delivery challan in original, Guarantee/ Warranty certificate, and other relevant documents should be submitted to the Paying Authority through Consignee only.

GURANTEE /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 within 07 days from the date of receipt of report and replace the materials within 21 days free of cost.

PACKING: Consignment shall be supplied in suitable standard proper packing.

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.

CONSIGNEE: Depot Officer, Ekra Central Store ,P.O:- Bansjora(Sijua), Dhanbad, Jharkhand, India (Phone NO:-0326-2330350).

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

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

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

(Niraj Kumar)
Manager(Excvn)MM

(A K Choudhary)
CM(MM)

INDENT REFERENCE

Indent no. and Date	Budget Certification no. & dt., & FC No.& dt.
MB 2012-13.	Budget Certified vide BC No./BCCL/HQ/Pur-Fin/Store budget /Rev budget/2012-13 other stores(U.G) 05 dt.30-05-2012 for Rs. 16,24,250.00 FC no. BCCL/PURFIN/ FC/02 for Rs. 3,32,173.00 dt. 12-06-2012 / Other stores(U.G) 2012-13

Copy to:

- 1 Depot Officer, Ekra Central Stores.
- 2 GM(F), MM , Koyla Bhawan.
- 3 CGM(E&M), Koyla Bhawan.
- 4 MM(Tech Cell), MM Div,Koyla Bhawan.
- 5 Master File/Office Copy.
- 6 M/s Veenapee Sales Corporation, 32, Ezra Street , 6th floor,
Room No. – 611, Kolkata – 700001.